



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

RFQ No. 2016-139-2  
**Construction Engineering and Inspection Services  
Seacrest Beautification (925-33); Phase 1  
Project #2014-071**

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**CITY OF DELRAY BEACH, FLORIDA  
PURCHASING DEPARTMENT  
REQUEST FOR QUALIFICATIONS**

**RFQ No. 2016-139-2  
Construction Engineering and Inspection Services  
Seacrest Beautification (925-33); Phase 1, Project #2014-071**

**Summary**

**ISSUE DATE: November 18, 2016**

**DEPARTMENT: Environmental Services**

**DUE DATE: December 20, 2016**

**TIME: 2:00 P.M., ET**

The City of Delray Beach, Florida is soliciting proposals for the provision of Construction Engineering and Inspection Services for the Seacrest Beautification Project, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this Request for Qualifications (RFQ).

A Non-Mandatory Pre-proposal conference is scheduled for Tuesday, **December 1, 2016** at 10:00 a.m., ET in the Environmental Services Administration Building, Training Room, located at 434 South Swinton Avenue, Delray Beach, FL. Proposers are encouraged to attend and ask questions.

1. **NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:
  - Bidsync – [www.bidsync.com](http://www.bidsync.com)
  - City of Delray Beach [website](#)
  - Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)
  - Hard copies are available at City Hall

These are the only methods of notification and distribution authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Proposer's responsibility to verify the validity of all RFQ documents and solicitation information received by sources other than those listed.

2. **REQUIRED INFORMATION:** This RFQ contain various sections which require completion. Responses to this RFQ (Proposals) must be completed and returned prior to the Due Date and Time set for Proposal opening or the Proposer will be found non-responsive.
3. **CORRESPONDENCE:** The number of this RFQ must appear on all correspondence, or inquiries, pertaining to this RFQ.
4. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this RFQ shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
5. **ADDENDA:** Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above.

6. **ELECTRONIC PROPOSAL SUBMISSION:** Submission of Proposals electronically will be through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this RFQ. BidSync does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure their proposal reaches BidSync before the solicitation Due Date and Time. There is no cost to the Proposer to submit a proposal to a City via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

**Additionally, Proposers who submit an electronic proposal via BidSync shall deliver three (3) copies of the proposal each on separate universal serial bus (USB) portable flash memory cards to the City in a sealed container.**

USB electronic copies should be in Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original. Electronic copies must be received on or before the Due Date and Time (local time) at the City of Delray Beach, Purchasing Department, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. The Proposer's name, return address, the RFQ number, RFQ title, Due Date and Time must be noted on the outside of the sealed container.

7. **HARD COPY (PAPER) PROPOSAL SUBMISSION:** Paper hard copies of Proposer's proposal may be submitted as an alternative method. The proposal and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. Proposals must be presented to the Purchasing Department in a sealed container unless otherwise indicated. It is the sole responsibility of the Proposer to utilize the forms provided in this RFQ and to ensure their proposal reaches the Purchasing Department on or before, the Due Date and Time (local time) at the City of Delray Beach, Purchasing Office, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. The Proposer's name, return address, the RFQ number, RFQ title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original clearly marked "ORIGINAL".
- Six (6) copies clearly marked "COPY" with all required information and identical to the original.
- Three (3) electronic copies with all required information, identical to the original, on separate universal serial bus (USB) portable flash memory card. Electronic copies should be in Adobe Acrobat® PDF format in one continuous file. Do not password protect or otherwise encrypt electronic copies.

8. **LATE PROPOSALS:** The City shall not be responsible for a Proposer's inability to submit a proposal via BidSync by the Due Date and Time for any reason. Hard copy proposals received at the City of Delray Beach City Hall after the Due Date and Time shall be returned unopened and will be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not

responsible for the lateness due to weather conditions, delivery service, issues arising from the use of BidSync. or any other reasons.

9. **PROPOSAL OPENINGS:** All proposals submitted before the Due Date and Time shall be publicly opened by the Purchasing Department at the City Hall Building, located at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL or other designated City location as posted. The Purchasing Department will decrypt responses received in BidSync immediately following the designated Due Date and Time. Proposers and the public are invited to attend Proposal openings. Only the Proposers' names will be read aloud at the Proposal opening.
10. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any proposal. The City may also reject any or all proposals without cause prior to award.
11. **EVALUATION:** Proposals will be evaluated as outlined in this RFQ.
12. **AWARD:** The City reserves the right to waive any informality in a proposal, and to award the Agreement in the best interest of the City. The City reserves the right to award the Agreement on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment will best serve the City's interest, reject any and all proposals or any part of a proposal, and to negotiate terms of an Agreement.

Proposals will be evaluated and the ranking of Proposers will be presented to City Commission. Upon approval of the ranking by the City Commission, the City will negotiate for an Agreement with the highest ranked, qualified Proposer using all resources available to conduct effective negotiations, including but not limited to, the refined scope of work, the evaluation factors and their relative importance, and the City's cost estimate as required. If negotiations with the highest ranked, qualified Proposer falter, the City, at its discretion will terminate negotiations and undertake negotiations with the next most qualified Proposer, continuing the process until an agreement is reached.

The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFQ and whose Proposal is considered to best serve the City's interest.

13. **INFORMATION:** Within this RFQ are several Sections. Section 1 provides the scope of services, Section 2 describes the Terms and Conditions that will apply to this RFQ and any resulting Agreement. Section 3 describes the Proposal Response Requirements to be provided by the Successful Proposer. Section 4 provides the scope of work and Section 4 provides forms and instructions for preparing a proposal in response to this RFQ.

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14. **RFQ SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented in Table 1, below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

Table 1

ACTIVITY	DATE
Issue RFQ	November 18, 2016
Non-Mandatory Pre-proposal Conference	December 1, 2016 at 10:00 AM
Deadline for Delivery of Questions	December 6, 2016 by 5:00 PM
Due Date and Time (for delivery of Proposals)	December 20, 2016, at 2:00PM
Institute Cone of Silence	December 20, 2016, at 2:00PM
Phase 1 Evaluation (Responsive and Responsible)	January 10, 2017
Selection Committee Meeting – Technical Evaluations	January 26, 2017
Selection Committee Meeting – Interviews (if conducted)	February 1, 2017
Selection Committee Meeting - Final Evaluations	February 7, 2017

15. **BIDSYNC:** The City uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended award decision. There is no charge to potential Proposers to register and download the solicitation from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available on the BidSync website well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync.
16. **POINT OF CONTACT:** For information concerning procedures for responding to this RFQ, contact the City Purchasing Department via email at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Such contact shall be for clarification purposes only.
17. **QUESTIONS:** Each Proposer must examine this RFQ, which incorporates all its addenda, appendices, exhibits, drawings, instructions, special conditions and attachments to determine if the requirements are clearly stated. All questions concerning this RFQ, such as discrepancies, omissions and exceptions to any term or condition of the RFQ documents, including the Sample Agreement, should be submitted in writing utilizing the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the RFQ schedule.

Failure of the Proposer to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement.

18. **DEFINITIONS** The City will use the following definitions in its special conditions, scope of services, instructions, addenda and any other document used in the solicitation process:
- A. REQUEST FOR QUALIFICATIONS (RFQ) - City request for proposals from qualified Proposers.

- B. PROPOSER – Person or firm submitting a Proposal.
- C. PROPOSAL – Proposers response to this RFQ.
- D. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects.
- E. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the Agreement requirements.
- F. FIRST RANKED PROPOSER – The Proposer whose Proposal is deemed the most advantageous to the City after applying the evaluation criteria contained in this RFQ.
- G. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFQ.
- H. AGREEMENT – The Agreement, a sample of which is attached hereto and made a part hereof, between the City and the Successful Proposer to perform the services described herein.

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## SECTION 1: SPECIAL TERMS AND CONDITIONS

### A. INTRODUCTION AND INFORMATION

#### 1. Purpose

The City is soliciting proposals for the provision of a <services>, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this RFQ.

Within this RFQ are several Sections. Section 1 describes the Terms and Conditions that will apply to this RFQ and any resulting Agreement. Section 2 describes the Proposal Response Requirements to be provided by the Successful Proposer. Section 3 provides the scope of work and Section 4 provides forms and instructions for preparing a proposal in response to this RFQ.

### B. TERMS AND CONDITIONS

#### 1. Addenda, Changes, and Interpretations

Potential Proposers should utilize the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, technical specifications, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes must be received prior to the Deadline for Delivery of Questions. Requests received after the Deadline may not be addressed.

The City's response to questions and requests for information will be answered within the question/answer feature provided by BidSync. Additionally, all questions received and responses given will be provided via an addendum to this ITB and uploaded to BidSync. Material changes, if any, to the requirements, scope, specifications, or the solicitation process will be made by official written addendum issued by the City and uploaded to BidSync as an addendum to this ITB.

All addenda are a part of the RFQ solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

#### 2. Evaluation of Proposals

The City Manager will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFQ. The review process will be conducted at a minimum of two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Proposer is responsive and responsible. For the purposes of this RFQ, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. Accordingly, in Phase One, the CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. For the purposes of this RFQ, a responsible Proposer means a Proposer meets the minimum qualification requirement(s) in this RFQ, Section 2.

Among other things, a Proposal may be found to be non-responsive if the Proposer failed to provide the information requested in the RFQ; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

In Phase Two, the Selection Committee will evaluate each proposal utilizing the following weighted criteria:

**Evaluation Criteria**

Criterion	Max Score
Proposer's Experience	20
Key Personnel's Experience	25
Approach to Staffing and Available Resources	20
Methodology, Personnel Availability and Commitment	25
Interviews	10
<b>Total</b>	<b>100</b>

Each Selection Committee member will evaluate, rank and score the proposals for each of the evaluation criteria. The Selection Committee may create a short list of Proposers from the proposals received and elect to conduct interviews/presentations with the short-listed firms. If the Selection Committee elects to short-list only those proposals from Proposer that are short-listed will be considered for award of the Agreement.

The Selection Committee may rank Proposals without conducting interviews with Proposers. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

If interviews are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team members, as well as the team's ideas and vision for services for the City. Consideration will be given for unqualified answers, comprehensive explanations of relevant experience, and understanding of the required services. Consideration will also be given for presentation style. Clarification information as well as information obtained during the interview process will be considered in the final evaluations and ranking of Proposals.

At any time during the Selection process, the City may conduct investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a proposal.

At any time during the Selection process, the City may reject a proposal if the City concludes the Proposer is not qualified (e.g. Proposer does not satisfy the minimum requirements criteria set forth in this RFQ).

The Selection Committee and/or the City Commission may select the Successful Proposer without allowing any presentations or interviews by any Proposer. For this

reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

### **3. Award**

The City reserves the right to accept a Proposal(s) and award an Agreement that in its judgment will be for the best interest of the City. The City reserves the right to negotiate agreement terms with the Successful Proposer.

### **4. The City's Acceptance or Rejection of Proposals**

The City reserves its exclusive right to:

- Disregard all non-conforming, non-responsive, unbalanced or conditional proposals
- Reject any and all proposals that fail to satisfy the requirements and specifications in this RFQ
- Accept the proposal which is the best overall proposal, based on the selection criteria listed
- Reject any and all non-responsive proposals
- Waive minor irregularities in any proposal
- Issue addenda or otherwise revise the requirements in this RFQ
- Reject all proposals, with or without cause
- Issue requests for new proposals
- Cancel this RFQ

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more proposals if (1) the Proposer misstates or conceals any material fact in their proposal; (2) the proposal does not conform to the requirements of applicable Law; (3) the proposal is subject to conditions or qualifications; (4) a change occurs that makes this RFQ unnecessary for the City; (5) any Proposer submits more than one proposal under the same or different names; (6) a Proposer has failed to perform satisfactorily or meet its financial obligations on previous contracts; (7) the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; and/or (8) or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the City concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work in this RFQ if re-advertised.

The City may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all proposals in which such Proposers are involved.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **5. Protest Procedures**

As noted above, proposals will be evaluated in two phases. If the Proposer is deemed non-responsive or non-responsible during Phase One, the CPO shall provide notice to the affected Proposer. The CPO shall also post notice on BidSync ([www.bidsync.com](http://www.bidsync.com)) and the bulletin board located in the lobby of City Hall after the Selection Committee provides a recommendation for award at the conclusion of Phase Two.

Any Proposer who is aggrieved by these decisions or a decision of the City Commission may file a protest pursuant to Section 36.04 (entitled "Protest Procedures") of the Delray Beach Code of Ordinances. However, nothing contained in this RFQ shall be deemed to limit the authority of the City Commission under special or general law.

Any Proposer filing a protest shall submit with its protest a Protest Bond, payable to the City, in the amount of fifteen thousand dollars (\$15,000). If the protest is decided in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

## **6. Changes and Alterations**

Proposers may change or withdraw a Proposal at any time prior to the proposal Due Date and Time; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal Due Date and Time.

## **7. Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this RFQ.

## **8. Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related fees and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the Agreement, the City shall not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City.

## **9. Acceptance of Proposals / Minor Irregularities**

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a RFQ.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

#### **10. Modification of Services**

While this Agreement is for services provided to the department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of an Agreement resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices set for in the Agreement. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

#### **11. Non Exclusive Contract**

Proposer agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another supplier at the City's sole option.

#### **12. Contract Agreement**

By submitting a proposal the Proposer agrees to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, attachments and sample Agreement.

The Successful Proposer will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The Agreement will incorporate the Successful Proposer's Proposal and any subsequent information requested from the Successful Proposer by the City during the evaluation process.

The City will transmit the Agreement to the recommended proposer for execution. Proposer agrees to deliver two duly executed copies of the Agreement to the City within five (5) calendar days of receipt.

### **13. Subcontractors**

If the Proposer proposes to use subcontractors in the course of providing services to the City, this information shall be a part of the proposal. Such information shall be subject to review, acceptance and approval of the City, prior to any award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of the Agreement. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the City.

Successful Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the Proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Successful Proposer.

### **14. Performance Bond/Irrevocable Letter of Credit (if applicable)**

The Proposer will execute and deliver to the City, within ten (10) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the total amount set forth in the Agreement. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Proposer to the City in the event of a material breach of the Agreement by the Proposer.

The City shall monitor the performance of all Proposers. If Proposer performance fails to meet the requirements specified within the contract, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City.

### **15. Insurance Requirements**

The Successful Proposer shall supply proof of insurance, detailing terms and provisions of coverage. Coverage must be received and approved by the City Risk Manager within 10 days of final execution of the Agreement.

Selected Proposer shall carry the following minimum types of insurance:

- A. Workers' Compensation Insurance: with the statutory limits.
- B. Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- D. Automobile Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence
- E. Professional Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Risk Management Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

## **16. Award of Agreement**

An Agreement may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award an Agreement to more than one Proposer, at the sole and absolute discretion of the in the City.

## **17. Unauthorized Work**

The Successful Proposer(s) shall not begin work until an Agreement has been awarded by the City Commission and a purchase order and/or task order has been issued. Successful Proposer(s) agree and understand that the issuance of a purchase order and/or task order shall be issued and provided to the Successful Proposer(s) following Commission award; however, non-receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the Agreement.

## **18. Uncontrollable Circumstances (Force Majeure)**

The City and Successful Proposer will be excused from the performance of their respective obligations under the Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **19. News Releases/Publicity**

News releases, publicity releases, or advertisements relating to the Agreement or the tasks or projects associated with the project shall not be made by Proposers without prior City approval.

## **20. Agreement Period**

The initial Agreement term shall commence on the date specified in the Agreement and shall expire two years from that date. The City reserves the right to extend the Agreement for two additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

At the City's request, the Successful Proposer shall continue services beyond the final expiration date. This extension period shall not extend for more than one year beyond the final expiration date of the Agreement. The Successful Proposer shall be compensated at the rate in effect when this extension period is invoked by the City.

## 21. Agreement Coordinator

The City may designate an Agreement Coordinator whose principal duties shall be:

- Liaison with Successful Proposer.
- Coordinate and approve all work under the Agreement.
- Resolve any disputes.
- Assure consistency and quality of Successful Proposer's performance.
- Schedule and conduct Successful Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

## 22. Substitution of Personnel

It is the intention of the City that the Successful Proposer's personnel proposed for the Agreement will be available for the Agreement Period. In the event the Successful Proposer wishes to substitute personnel, Successful Proposer shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Agreement for cause.

## 23. Public Records

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM).**

Successful Proposer shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Successful Proposer does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public

records in possession of the Successful Proposer or keep and maintain public records required by the City to perform the service. If the Successful Proposer transfers all public records to the City upon completion of the Agreement, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the Agreement, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Successful Proposer does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

#### **24. REQUEST FOR RECORDS; NONCOMPLIANCE**

All requests to inspect or copy public records relating to a City Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Successful Proposer of the request, and the Successful Proposer must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If Successful Proposer does not comply with the City's records request for records, the City shall enforce the Agreement provisions in accordance with the Agreement. If Successful Proposer fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statute Chapter 119.10.

If a civil action is filed against Successful Proposer to compel production of public records relating to a City Agreement for services, the court shall assess and award against the Successful Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Successful Proposer unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Successful Proposer has not complied with the request, to the public agency and to the contractor. A notice complies if it is sent to the City's custodian of public records and to the Successful Proposer at the Successful Proposer's address listed on its Agreement with the City or to the Successful Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Successful Proposer who complies with a public records request within eight business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### **25. Limitations on Communication-Cone of Silence:** Proposers are advised that a Cone of Silence will be in effect during this RFQ. The Cone of Silence is effective from the Due Date and Time until award is made by the City Manager and/or Commission. The Cone of Silence prohibits any communications, regarding this RFQ, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the

Commission's staff, any City employee authorized to act on behalf of the City to award the Agreement under this RFQ, or any member of the Selection Committee. All correspondence regarding this RFQ must be in writing and must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "any person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- A. 'Cone of Silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposals, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitations; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular Agreement.
- B. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- C. The Cone of Silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The Cone of Silence applies to any person or person's representative who responds to a particular request for proposals, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposals, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- D. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Bidder negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the Cone of Silence shall not apply to Bidder negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- E. The Cone of Silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- F. The Cone of Silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves an

Agreement, rejects all Bids or responses, or otherwise takes action which ends the solicitation process.

- G. Any Agreement entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

**26. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed city contracts, transactions, accounts and records. The City has entered into an Inter-local Agreement with Palm Beach County for Inspector General Services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General, including providing access to records relating to the Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties doing business with the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

Proposer agrees that it is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and Agreements, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.

Failure to cooperate with the Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**30. PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an Agreement to provide any goods or services to a public entity, may not submit a proposal on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as an Agreement or, supplier, subcontractor or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

**31. SCRUTINIZED COMPANIES:** This Section applies to any Agreement for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that it does not have business operations in Cuba or Syria and t as provided in Florida Statutes 287.135. The City may terminate an Agreement at the City' s option if the Proposer is found to have submitted a false certification as provided under

subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.

32. **DEBARRED OR SUSPENDED PROPOSERS:** The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
33. **LOBBYING ACTIVITIES:** All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2 - 351 of the Palm Beach County Code of Ordinances) applies to the City and this solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFQ process.
34. **COMPLIANCE WITH LAWS:** Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.
35. **NON-DISCRIMINATION:** The Proposer shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Proposer will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor to be in compliance.
36. **CONFLICT OF INTEREST:** By submitting a Proposal, Proposer declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this Proposal or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

The award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of it's' branches.

37. **ANTI-COLLUSION:** Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future City solicitations for a specified period.

38. **CITY POLICIES:** Successful Proposer shall comply with the City Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City Human Resources Division. Violations of these policies may result in cancellation/termination of the Agreement.
39. **TRADE SECRET:** Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

40. **LOCAL PREFERENCE:** In accordance with the City Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications or Requests for Letters of Interest, the solicitation shall include a weighted criterion for local businesses of five (5) percentage points of the total points in the evaluation criteria published in the solicitation.

Notwithstanding anything to the contrary set forth in any policy or Resolution adopted by the City, the local business preference shall not be applied to Contracts for professional services subject to the Consultants' Competitive Negotiation Act, F.S. § 287.055;

A Local Business is any person, firm, partnership, company or corporation authorized to do business in Florida that has a valid business tax receipt issued by the City for at least one year prior to the solicitation issue date and a physical address within the City from which the vendor lawfully performs and operates.

41. **VENUE:** Proposers waive the privilege of venue and agree that any legal action brought pursuant to this RFQ or any resulting Agreement between Proposer and the City will be in Palm Beach County, Florida and that all litigation between Proposer and the City in the federal courts shall take place in the U.S. District Court for the Southern District of Florida.

Proposer hereby waives any claim against City and its officers, employees, volunteers or agents for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Agreement or any part thereof, or by any judgment or award in any

suit or proceeding declaring the Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

**42. INDEMNITY/HOLD HARMLESS AGREEMENT:** Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

**43. SPECIFICATIONS:** The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Proposer must notify the Purchasing Department prior to the Deadline for Delivery of Written Questions and Objections. If no such notification is received prior to the Deadline for Delivery of Written Questions, the City will consider the specifications to be acceptable to all Proposers.

**44. PROTEST PROCEDURES:** Parties that are not actual proposers including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

Upon notification by the City that a proposer is deemed non-responsive and/or non-responsible, the proposer or responder who is deemed non-responsive and/or non-responsible may file a protest with the Chief Purchasing Officer by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited.

Likewise, after a Notice of Intent to Award an Agreement is posted, any actual proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited.

Any proposer filing a protest shall simultaneously provide a Protest Bond to the City in the amount of \$15,000. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the City. The Protest Bond shall be in the form of a cashier's check, and shall be in the amount specified in the Sealed Competitive Method documents.

Any actual proposer that does not formally protest or appeal in accordance with this City Code Ordinance 36.04 shall not have standing to protest the City Commission's award.

Proposal protests will follow the procedures set forth in City Code Ordinance 36.04.

- 45. ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City encourages Proposers to submit a Proposal or, if requested an alternate proposal, containing items and/or the use of items with recycled content. When submitting a Proposal with recycled content items, Proposer shall provide documentation to the City to support their claim of the recycled content. The City prefers packaging consisting of materials that are degradable or that able to be recycled. When specifically stated in the RFQ, the City may give preference to proposals containing items and/or the use of items manufactured with recycled material or packaging that is recyclable.
- 46. USE OF OTHER GOVERNMENTAL AGREEMENTS:** The City reserves the right to reject any part or all of any proposal received and utilize other available governmental agreements, if such action is in its best interest.
- 47. PROHIBITION OF INTEREST:** No Agreement will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics, and all other applicable rules and regulations relating to this issue. Proposers must disclose any such affiliation in their Proposal. Failure to disclose any such affiliation will result in disqualification of the Proposer, removal of the Proposer from the City's Proposer lists, and prohibition of the Proposer from engaging in any business with the City for a specified period.
- 48. LEGAL REQUIREMENTS:** Applicable provisions of all federal, State of Florida, and Palm Beach County laws, local ordinances, rules and regulations shall govern development, submittal and evaluation of Proposals submitted in response to this RFQ and shall govern any and all claims and disputes which may arise between Proposers and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 49. PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this RFQ, will be considered to be net 30 days after the date of receipt of a correct invoice by the City Finance Department. Proposer may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be computed from the date of receipt of correct invoice by the City Finance Department.
- 50. PROPOSAL FIRM FOR ACCEPTANCE:** Proposer warrants that by virtue of submitting a Proposal, the Proposal will be firm for acceptance by the City for a period of one hundred fifty days from the Due Date and Time.
- 51. COMMUNICATIONS:** Only written communications from Proposer, which are signed by a person authorized to bind the Proposer will be recognized by the City as duly authorized expressions on behalf of Proposer.

**52. ANTI-DISCRIMINATION:** The City is committed to assuring equal opportunity in the award of contract and, therefore, complies with all laws prohibiting discrimination. The Successful Submitter will be prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

**53. PROHIBITION ON PERSONS WITH OUTSTANDING OBLIGATIONS TO MUNICIPALITIES (CLEAN HANDS POLICY):** No offer shall be accepted from, nor will any contract be awarded to, any Person that is in arrears to the City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to the City, or who is deemed irresponsible or unreliable by the City. The City will be the sole judge of said determination.

**54. PROHIBITION ON SCRUTINIZED COMPANIES:** As provided in Section 287.135, Florida Statutes, by entering into any agreement with the City, or performing any work in furtherance hereof, the Successful Proposer/Contractor certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the City determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the City's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

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## SECTION 2: PROPOSAL RESPONSE REQUIREMENTS

### 1. BACKGROUND

Florida Statute 287.055 and the Florida Consultant's Competitive Negotiation Act (CCNA) require that Proposal evaluation for engineering consulting work be based upon qualifications to perform the work. Therefore, this is a Request for Qualifications and there is no cost proposal to be submitted at this time.

This project will be funded with local and Florida Department of Transportation (FDOT) funds. Therefore an efficient and streamlined approach to staffing and accomplishing the work is desirable. The estimated budget for this project is \$150,000.

The information required from Proposers for the evaluation of qualifications is contained within this Section 2: Proposal Response Requirements.

### 2. PROPOSER STATEMENT OF ORGANIZATION

Provide information on Proposer as follows:

- A. Legal contracting name including any dba.
- B. State of organization or incorporation.
- C. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- D. Federal Identification Number.
- E. Contact information for Proposer's Corporate headquarters.  
Address  
City, State, Zip  
Phone
- F. Contact information for Proposer's Local office (if any).  
Address  
City, State, Zip  
Phone
- G. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, and phone numbers
- H. Any additional organizational information that Proposer wishes to supply to augment its proposal
- I. Contact information for Proposer's Primary representative during this RFQ process.  
Name  
Phone  
E-mail

Mailing Address  
City, State, Zip

- J. Contact information for Proposer's Secondary representative during this RFQ process.

Name  
Phone  
E-mail  
Mailing Address  
City, State, Zip

### 3. MINIMUM QUALIFICATIONS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- i. Must be registered with the States of Florida, Division of corporations to do business in Florida.

**No documentation is required. The City will verify registration.**

- ii. Proposer must have a current, active engineering license from the Florida Department of Business and Professional Regulation and/or the Florida Board of Professional Engineers.

**Provide a copy of Proposer's engineering license from the Florida Department of Business and Professional Regulation and/or the Florida Board of Professional Engineers.**

- iii. Proposer must have been in business a minimum of twelve months prior to the Due Date and Time.

**Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Proposer has been in business for a minimum of twelve months.**

### 4. PROPOSAL RESPONSE REQUIREMENTS

#### A. PROPOSER'S EXPERIENCE

- i. Submit a detailed narrative description documenting Proposer's overall background and experience to include, but not limited to, the following:
- a. Experience and background in engineering consulting
  - b. Years in business
  - c. Experience and background specific to construction engineering and inspection (CEI)
  - d. Experience in project management
  - e. Experience working on projects for governmental agencies, particularly those in Florida and Palm Beach County

- f. Experience with managing projects that are part of the Florida Department of Transportation Local Agency Program
  - g. Experience and knowledge relate to managing projects that a funded in whole or in part by monies from the U.S. federal government. NOTE: this information must be included on Proposer's SF330 form.
  - h. Awards, certifications, or other related recognition
- ii. Submit up to five client references for whom Proposer has provided CEI services similar to those specified in this RFQ in the past five years and who are agreeable to respond to a request from the City regarding Proposer's experience. Each client reference should include the following:
    - a. Organization name
    - b. Contact name(s)
    - c. Contact email address
    - d. Address
    - e. Telephone and fax numbers
    - f. Dates of service (start/end)
    - g. Scope of work (brief description)

**B. KEY PERSONNEL EXPERIENCE**

- i. Submit a detailed narrative description documenting experience of the project manager (lead consultant) proposed by Proposer. Provide the following:
  - a. Name, title and role in the provision of services for the City's account.
  - b. Experience and background in engineering consulting.
  - c. Years of experience in construction engineering.
  - d. Experience and background specific to CE.I
  - e. Experience in project management.
  - f. Experience working on projects for governmental agencies, particularly those in Florida and Palm Beach County.
  - g. Experience with projects that are part of the Florida Department of Transportation Local Agency Program.
  - h. Experience and knowledge relate to managing projects that a funded in whole or in part by monies from the U.S. federal government. NOTE: this information must be included on Proposer's SF330 form.
  - i. Licenses, awards, certifications, or other related recognition.
- ii. Submit up to three client references for whom the proposed project manager has provided CEI services, in the role of project manager, in the past five years and who are agreeable to respond to a request from the City regarding Proposer's experience. Each client reference should include the following:
  - a. Organization name
  - b. Contact name(s)
  - c. Contact email address
  - d. Address
  - e. Telephone and fax numbers
  - f. Dates of service (start/end)
  - g. Scope of work (brief description)

- iii. Submit a detailed narrative description documenting experience of the other key personnel proposed by Proposer. Provide the following for each key personnel, as is applicable:
  - a. Name, title and role in the provision of services for the City's account.
  - b. Experience and background in engineering consulting.
  - c. Years of experience in construction engineering.
  - d. Experience and background specific to CEI.
  - e. Experience in managing projects.
  - f. Experience working with governmental agencies, particularly those in Florida and Palm Beach County.
  - g. Experience with projects that are part of the Florida Department of Transportation Local Agency Program.
  - h. Experience and knowledge relate to managing projects that a funded in whole or in part by monies from the U.S. federal government. NOTE: this information must be included on Proposer's SF330 form.
  - i. Licenses, awards, certifications, or other related recognition.

**C. APPROACH TO STAFFING AND RESOURCES**

Provide a detailed narrative description of the proposed approach and methodology for staffing to include, but not limited to, the following:

- i. Provide a staffing plan that includes the number of personnel to be assigned, their positions and/or disciplines, and an estimated number of hours for each.
- ii. Provide details of other staffing resources that are available to provide services for this project.
- iii. Specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- iv. Detail the minimum square footage required for Proposer's field office, if an on-site field office will be required.

**D. METHODOLOGIES, PERSONNEL AVAILABILITY AND COMMITMENT**

Provide details regarding Proposer's methodologies for services to include, but not limited to the following.

- i. Narrative that demonstrates working knowledge and understanding of the requirements of the scope of this project.
- ii. The overall approach to delivering the services and any strategies,
- iii. Proposer proposes to implement to streamline the process.
- iv. Details of implementation plan and schedule.
- v. Detail Proposer's strategies for ensuring project completion on time and on budget.
- vi. Provide a narrative explanation for the following:
  - a. Accessibility and availability for meetings, general communications, coordination, and supervision.
  - b. Methodology by which Proposer plans for attending pre-scheduled meetings (e.g., in person, on-line, teleconference).
  - c. Methodology for ensuring accessibility and availability during the term of the Agreement.

## SECTION 3: SCOPE OF SERVICES AND/OR SPECIFICATIONS

### 1.0 SCOPE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

The selected Proposer (Consultant) shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures.

The project for which the services are required is:

Financial Project IDs: 435080-1-58-01/68-01  
Descriptions: Seacrest Beautification  
NE 2<sup>nd</sup> Ave from NE 4<sup>th</sup> Street to George Bush Blvd.  
(NW 8<sup>th</sup> Street)  
County: Palm Beach

The Consultant shall exercise independent professional judgment in performing the obligations and responsibilities under the Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

**Services provided by the Consultant** shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City. Such FDOT manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor either directly or indirectly.

### 2.0 LENGTH OF SERVICE:

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by the City.

The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
<u>Financial Project ID</u>	<u>Letting Date (Mo/Day/Yr)</u>	<u>Start Date (Mo/Day/Yr)</u>	<u>Duration (Days)</u>
436550-1-58-01	TBD	TBD	180

### 3.0 DEFINITIONS:

- A. District Construction Engineer: The administrative head of the District's Construction Offices.
- B. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- C. **Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.**
- D. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.
- E. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- F. Consultant: The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services.
- G. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- K. **Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.**
- L. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

### 4.0 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:

The City, on as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Special Provisions,

3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

## **5.0 ITEMS FURNISHED BY THE CONSULTANT:**

### **5.1 City Documents:**

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at FDOT's website.

Florida Department of  
Transportation Maps and  
Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 488-9220

### **5.2 Field Office:**

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will not be compensated by the City.

### **5.3 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

### **5.4 Field Equipment:**

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### **5.5 Licensing for Equipment Operations:**

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the City for verification, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

#### **6.0 LIAISON:**

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

#### **7.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all supplements thereof, the City will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. City recommendations and Consultant responses/actions are to be properly documented by the Senior Project Engineer. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Replace personnel whose performance has been determined by the City to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.

- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **8.0 REQUIREMENTS:**

### **8.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

All Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any Supplemental Agreement, which exceeds the thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager, as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for City action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

### **8.2 Survey Control:**

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to:

- (1) make and record such measurements as are necessary to calculate and document quantities for pay items,
- (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and
- (3) perform incidental engineering surveys. On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The City will monitor all off-site activities and fabrication. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedure.

### **8.3 Sampling and Testing:**

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The City will perform inspection and sampling of materials and components at locations remote from the vicinity of the project and the City will perform testing of materials normally done in a laboratory remote from the project site.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The City will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

### **8.4 Engineering Services:**

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project in accordance with City's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the 'Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors'. The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by FDOT.
- (3) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (4) Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (5) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.
- (6) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with FDOT procedures.
- (7) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (8) The City will provide Public Information Services.
- (9) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the City.
- (10) Video tape the pre-construction conditions throughout the project limits. Provide a

digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

- (11) The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using the LYNX Digital Photo Management system or equivalent. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

#### **8.5 Utility Coordination:**

It shall be the responsibility of the Consultant to monitor utility coordination such that it is in reasonable conformance to Plans and City and FDOT standards, policies, procedures, and design criteria. The Department's Standards, policies, procedures, and design criteria are contained in the current adopted Design Standards, Standard Specifications for Road and Bridge Construction, Rule 14-46.001 (Utility Accommodation Manual), Utility User's Guide, and any Supplemental Specification, Provision, or Agreement.

The Consultant may employ more than one individual or utility engineering consultant to provide utility coordination. However, the Consultant shall employ and identify a single full time dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordinator and shall be identified in the Consultant's proposal.

The Utility Coordinator shall be responsible for, but not limited to, the following:

- (1) Making sure Utility Coordination is conducted in accordance to the City and FDOT standards, policies, procedures, and design criteria.
- (2) Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- (3) Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
- (4) Identifying and coordinating the completion of any Department or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.
- (5) Assisting the Engineer of Record and the Contractor with resolving utility conflicts.
- (6) Reviewing of all Utility Work Schedules.
- (7) Handling reimbursable issues inclusive of betterment and salvage determination.

## **9.0 PERSONNEL:**

### **9.1 General Requirements:**

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed by the City, the City will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

### **9.2 General Personnel Qualifications:**

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with FDOT's procedures, Specifications and Design Standards. The District Construction Engineer or designee will have the final approval authority on such exceptions.

**9.3 SENIOR PROJECT ENGINEER:** A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six years of engineering experience (two years of which are in major road or bridge construction or five of which are in major bridge construction) - for Complex Bridge Projects], or

for non-degreed personnel the aforementioned registration and ten years of engineering experience (two years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

**9.3.1 Qualifications:**

- (1) FDOT Advanced MOT
- (2) Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)
- (3) Attend the CTQP Quality Control Manager course and pass the examination.
- (4) Certifications: None
- (5) A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**9.4 PROJECT ADMINISTRATOR:** A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six months) and have a Civil Engineering degree plus five years, or be non-registered with eight years, of general bridge construction experience of which two years for registered project administrators, or four years for non-registered project administrators, must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve months of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned. 9.4.1 CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas:

- (1) casting yard operations and related surveying;
- (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of pre-stressing steel.

9.4.2 CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

9.4.3 MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

9.4.4 Qualifications:

(1) **FDOT Intermediate MOT**

(2) Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)

(3) CTQP Final Estimates Level II

9.4.5 Certifications:

(1) SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

(2) Other: Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**9.5 CONTRACT SUPPORT SPECIALIST:** A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the FDOT's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

9.5.1 Qualifications: CTQP Final Estimates Level II

**9.6 ASSOCIATE CONTRACT SUPPORT SPECIALIST:** High school graduate or equivalent plus three years of secretarial and/or clerical experience including two years' experience in construction office management having performed project related duties (i.e., CQR, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Ability to type at a rate of 35 correct, words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff. Note: This position will not be used if a Contract Support Specialist is utilized.

**9.7 RESIDENT COMPLIANCE SPECIALIST:** Graduation from an accredited high school or equivalent with one year of experience as a resident compliance officer on a construction project or two years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**9.8 SENIOR INSPECTOR/SENIOR ENGINEER INTERN:** High school graduate or equivalent plus four years of experience in construction inspection, two years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a high school graduate or equivalent and have five years of general bridge construction experience of which two years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

9.8.1 CPTS years of experience must have included a minimum of twelve months of inspection experience in one or both of the following depending on which area the inspector is being approved for:

- (1) casting yard inspection;
- (2) erection inspection.
- (3) In addition, two years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

9.8.2 CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

9.8.3 MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

9.8.4 Must have the following Qualifications:

- (1) CTQP Concrete Field Inspector Level I
- (2) CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)  
CTQP Asphalt Roadway Level I (If applicable)
- (3) CTQP Asphalt Roadway Level II (If applicable)  
CTQP Earthwork Construction Inspection Level I  
CTQP Earthwork Construction Inspection Level II  
CTQP Pile Driving Inspection (If applicable)
- (4) CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
- (5) CTQP Grouting Technician Level I (If applicable)
- (6) CTQP Post-Tensioning Technician Level I (If applicable)  
FDOT Intermediate MOT
- (7) CTQP Final Estimates Level I

9.8.5 Certifications:

- (1) Nuclear Radiation Safety

- (2) SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**9.9 INSPECTOR/ENGINEER INTERN:** High school graduate or equivalent plus two years of experience in construction inspection, one year of which shall have been in bridge and/or roadway construction inspection, plus the following:

9.9.1 Qualifications:

- (1) CTQP Concrete Field Inspector Level I
- (2) CTQP Asphalt Roadway Level I (If applicable)  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection (If applicable)
- (3) CTQP Drilled Shaft Inspection (If applicable— required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
- (4) CTQP Final Estimates Level I

9.9.2 Certifications:

- (1) Nuclear Radiation Safety
- Or
- (2) a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**9.10 ASPHALT PLANT INSPECTOR:** High School graduate or equivalent plus one year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

9.10.1 Qualifications:

- (1) CTQP Asphalt Plant Level I
- (2) CTQP Asphalt Plant Level II
- (3) CTQP Final Estimates Level I

9.10.2 Certifications:

None

**9.11 INSPECTORS AIDE:** High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

**9.12 SURVEY PARTY CHIEF:** High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**9.13 INSTRUMENT-MAN:** High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**9.14 ROD-MAN/CHAIN-MAN:** High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**9.15 SECRETARY/CLERK TYPIST:** High school graduate or equivalent plus two years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

**9.16 ENVIRONMENTAL SPECIALIST:** A bachelor's degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Master's degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

**9.17 CASTING YARD ENGINEER/MANAGER - CONCRETE POST-TENSIONED SEGMENTAL BOX GIRDER BRIDGES (CPTS):** Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years, of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

**9.18 UTILITY COORDINATOR:** High school graduate or equivalent and be knowledgeable of FDOT's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with FDOT's Standards, policies, procedures, and agreements.

### **9.19 STAFFING:**

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

### **10.0 QUALITY ASSURANCE (QA) PROGRAM:**

#### **10.1. Quality Reviews:**

The CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

#### **10.2. QA Plan:**

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

#### **A. Organization:**

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

#### **B. Quality Reviews:**

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. **Quality Records:**

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. **Control of Sub-consultants and Vendors:**

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. **Quality Assurance Certification:**

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.

**10.3. Quality Records:**

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the City, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

**11.0 CERTIFICATION OF FINAL ESTIMATES:**

**11.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the FDOT's Procedures.

Submit the Final Estimate(s) and one set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

(1) Within thirty (30) calendar days of final acceptance; or

(2) Where all items of work are complete and conditional/partial acceptance is utilized (e.g., Lighting, Plant establishment) for a period exceeding thirty calendar days, the final estimate(s) will be due on the 30<sup>th</sup> day after conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the City.

**11.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to FDOT procedures.

**11.3. Offer of Final Payment:**

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final

Estimates Package submitted to the DFEO. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

## **12.0 AGREEMENT MANAGEMENT:**

### **12.1. General:**

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the City 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit SARs to allow the City 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the City.

### **12.2. Invoicing Instructions:**

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the City, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the City in electronic and hard copy formats in accordance with District Construction and Consultant Invoice Transmittal System (CITS) procedures. The Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected. (Saturday, Sunday, and City holidays are not considered workdays).

A Final Invoice will be submitted to the City no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the City.

### **13.0 SUB-CONSULTANT SERVICES**

Upon written approval by the Construction Project Manager and the City, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

### **14.0 OTHER SERVICES:**

Upon written authorization by the City or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the Consultant services under this Agreement.

- (1) Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- (2) Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- (3) Provide on- and off-site inspection services in addition to those provided for in this Agreement.

### **15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the City and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

### **16.0 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

### **17.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

## **18.0 CITY AUTHORITY**

The City shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant.

[Remainder of page intentionally left blank]

## SECTION 4: FORMS AND INSTRUCTIONS

### A. AUTHORIZATION TO BIND PROPOSER

Each proposal must be signed by a Person who is legally authorized to bind the Proposer to the proposal. Each proposal shall remain valid for at least one hundred and fifty (150) days after the Due Date.

The Proposal Submittal Signature Page for Proposals submitted by a corporation must be executed in the corporate name by the CEO or President; by an LLC must be executed by a Member or Manager; by an LP must be executed by a General Partner; by a Partnership must be executed by a Partner and by an Individual must be executed by the Individual. His or her title must appear under his or her signature. If someone other than these authorized individuals execute the Proposal Submittal Signature Page, Proposer must provide documentation such as the company Articles of Organization or Operating Agreement that demonstrates the legal authority of the executor to sign on behalf of Proposer.

### B. PROPOSAL FORMAT

Each proposal shall include all the requested information. Proposals shall be organized in chapters, as indicated in Table 2. All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter “a”, “b”, “c”, etc. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be numbered the same as the form, with the addition of the letter “a”, “b”, “c”, etc.

Proposal responses to this RFQ must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the proposal, a response such as “no response required” or “not applicable” shall be provided.

**Table 2 - Proposal Format**

Chapter 1	<b>Letter of Intent:</b> Briefly state the Proposer’s understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFQ but should not exceed two (2) pages. <b>Proposal Submittal Signature Page</b>
Chapter 2	<b>Proposer’s Statement of Organization</b>
Chapter 3	<b>Minimum Qualifications</b>
Chapter 4	<b>Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form</b>
Chapter 5	<b>Acknowledgement of Addenda Form</b>
Chapter 6	<b>Proposal Response Requirements and all</b>

	<b>applicable Forms</b>
Chapter 7	<b>Evidence of Insurance, Professional Licenses, and Certificates:</b> Certificate of Insurance showing current coverage, forms, limits. Submit a copy of any additional Licenses, Certificates, Registrations, and Permits required to perform the work that Proposer and/or its staff possess that has not been previously requested.

[Remainder of page intentionally left blank]

## RESPONSE CHECKLIST

A responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. The CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Proposers in completing their Proposals and ensuring that all required forms and information is submitted. Do not include checklist with your Proposal submittal.

- Letter of Transmittal
- Statement of Organization Section
- Proposal Requirements
  - Qualifications Section
  - Proposer's Experience Section
  - Key Personnel's Experience Section
  - Approach to Staffing and Available Resources Section
  - Methodology, Personnel Availability, and Commitment Section
- Letter of Intent
- Proposal Submittal Signature Page
- Proposer's Statement of Organization
- Public Entity Crimes Form
- Drug Free Workplace Form
- Conflict of Interest Form
- Acknowledgement of Addenda Form
- Agrees to Comply with all Specification Requirements
- Evidence of Insurance, Professional Licenses, and Certificates
- Truth in Negotiation Certification, FDOT Form#375-030-30

- Conflict of Interest Certification, FDOT Form#375-030-50
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts, FDOT Form#375-030-32
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, FDOT Form#375-030-33
- Disclosure of Lobbying Activities, FDOT Form#375-030-34
- E-verify, FDOT Form#375-040-68
- Local Agency Program Federal-Aid Terms For Professional Services Contracts, FDOT Form#375-040-84

**Form A - Proposal Submittal Signature Page**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

By signing this document, the Proposer agrees to all terms and conditions of this RFQ which includes the Sample Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

(Remainder of page intentionally left blank)

### Form A - Signature Authority

Indicate below Proposer's type of organization and provide the required documentation as applicable to demonstrate that the executor of Proposer's Proposal is duly authorized to execute on behalf of, and as the official act of, Proposer.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

Documentation is not required.

The required authorizing documentation is included with Proposal.

**Form B - Public Entity Crimes**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

Date

---

Printed Name and Title

## Form C - Drug-Free Workplace

In the event a tie exists at the conclusion of evaluations, preference will be given to the supplier(s) who certifies it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

TIE: Whenever two or more proposals are equal with respect to scoring for the evaluation criteria (e.g., price, experience, quality, service) are received for the procurement of commodities or contractual services, a proposal received from a supplier that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing a tie will be followed if none of the tied suppliers have submitted this Form C and/or have a drug-free workplace program.

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

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Acknowledged by:

---

Firm Name

---

Signature

Date

---

Printed Name and Title

### Form D - Conflict of Interest Disclosure

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal, the name of any officer, director, or agent who is also an employee or relative of an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFQ.

Acknowledged by:

---

Firm Name

---

Signature Date

---

Printed Name and Title

**Form E - Acknowledgment of Addenda**

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFQ. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Proposer being deemed non-responsive.

ADDENDA NUMBER	ADDENDA DATE

---

Signature of Proposer's Agent Title

---

Printed Name Date

AGREEMENT

BETWEEN

THE CITY OF DELRAY BEACH

AND

\_\_\_\_\_

FOR

\_\_\_\_\_

This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City,"

and

\_\_\_\_\_, a Florida corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach Environmental Services Department, \_\_\_\_\_ Division will be the contract administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to

manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.4 **City Manager** - The administrative head of City appointed by the Board.
- 1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 Second Party shall perform all work identified in this Agreement and Exhibit "A". The Scope of Services is a description of Second Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable.
- 2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

## ARTICLE 3

### TERM AND TIME OF PERFORMANCE

- 3.1 This contract is in full force and effect upon full contract execution by the City of Delray Beach. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed no later than **[time span]** after full contract execution by the City of Delray Beach. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event services are scheduled to end due to the expiration of this

Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 4

### COMPENSATION

4.1 City will pay Second Party, in the manner specified in Section 4.3, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

### 4.2 REIMBURSABLES

4.2.1 In accordance with and pursuant to the City's procurement code and subject to the limitations set forth below, reasonable expenses, which are directly attributable to the Project may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from

locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.

- b) Cost of printing drawings and specifications which are required by or of Second Party to deliver services set forth in this Agreement.

4.2.2 A detailed statement of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks, or other evidence of payment.

4.2.3 Second Party acknowledges that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Second Party for expenses, but does not constitute a limitation, of any sort, upon Second Party's obligation to incur such expenses or perform the services identified in Article 2.

#### 4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Second Party shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.3.2 Each invoice shall fully detail the related fees and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the Agreement, the City shall not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City

4.3.3 City shall pay Second Party within thirty (30) calendar days of receipt of Second Party's proper invoice, or as required by Florida Law. To be

deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement.

4.3.4 Second Party shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from City for such subcontracted work or supplies. If Second Party withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from City.

4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.5 Payment shall be made to Second Party at:

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

## ARTICLE 5

### INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Second Party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall

survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Second Party under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

## ARTICLE 6

### INSURANCE

- 6.1 Second Party shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.
- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Second Party shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.
- 6.3 Within fifteen (15) days of notification of award, Second Party shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines all performance required of Second Party is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "C." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.
- 6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 6.5 If Second Party uses a subconsultant or subcontractor, Second Party shall ensure that each subconsultant or subcontractor names "City of Delray Beach, Florida" as an additional insured under the subconsultant's or subcontractor's

Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

## ARTICLE 7

### TERMINATION

- 7.1 This Agreement may be terminated for cause or default by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration

from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### NON-DISCRIMINATION

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to

terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Second Party grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Second Party, whether finished or unfinished, shall become the property of City and shall be delivered by Second Party to the Contract Administrator within eight (8) days of termination of this Agreement by either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

#### 9.2 PUBLIC RECORDS

**9.2.1 IF THE SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SECOND PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK MAY BE REACH VIA TELEPHONE AT 561-243-7050 OR VIA EMAIL AT [PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM).**

9.2.2 Second Party shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Florida Statute or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Second Party does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Second Party or keep and maintain public records required by the City to perform the service. If the Second Party transfers all public records to the City upon completion of the Agreement, the Second Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Second Party keeps and maintains public records upon completion of the Agreement, the Second Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

### 9.3 INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

### 9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party and its subcontractors that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be

kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

#### 9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

#### 9.6 PUBLIC ENTITY CRIME ACT

Second Party represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement

and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Second Party has been placed on the convicted vendor list.

#### 9.7 INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party's agents any authority of any kind to bind City in any respect whatsoever.

#### 9.8 THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 9.9 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City Manager  
City Hall  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

For Second Party:

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

9.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative

proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

#### 9.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 9.13 COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 9.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

#### 9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION**

**RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

## 9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits are incorporated into and made a part of this Agreement.

## 9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## 9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

## ARTICLE 10 E-VERIFY CERTIFICATION

The State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and any projects with Florida Department of Transportation (FDOT) funding as part of a Joint Participation Agreement between FDOT and the Authority, require, as a condition of all contracts for the provision of goods or services, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the contract, and an express requirement that contractors include in subcontracts the requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## ARTICLE 11 ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement;
- B. RFQ No. 2016-139-2, Construction Engineering Inspection Services, NE 2<sup>nd</sup> Street, Seacrest Beautification, dated September 6, 2016, and all its addenda;
- C. Second Party's response to RFQ No. 2016-13-2, Construction Engineering Inspection Services, NE 2<sup>nd</sup> Street, Seacrest Beautification, and any subsequent information submitted by Second Party during the evaluation process. C
- D.
- E. (3)
- F. (The remainder of this page is intentionally left blank.)

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Second Party, signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SAMPLE

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA  
AND

\_\_\_\_\_

SECOND PARTY

By \_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name, Title)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

WITNESS:

\_\_\_\_\_  
(Sign name)

\_\_\_\_\_  
(Print name)

(SEAL)

**EXHIBIT A**  
**SCOPE OF SERVICES**

[Scope of Services will be inserted prior to execution]

SAMPLE

**EXHIBIT B**

**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RFP/RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_  
\_\_\_\_\_

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)



EXHIBIT C  
**INSURANCE REQUIREMENTS**

The Successful Proposer shall supply proof of insurance, detailing terms and provisions of coverage. Coverage must be received and approved by the City Risk Manager within 10 days of final execution of the Agreement.

Selected Proposer shall carry the following minimum types of insurance:

- A. Workers' Compensation Insurance: with the statutory limits.
- B. Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- D. Automobile Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence.
- E. Professional Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A-VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Risk Management Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

**CONSULTING SERVICES INVOICE FORMAT**

<b>Bill To:</b>	City of Delray Beach 434 S. Swinton Ave. Delray Beach, FL 33444	<b>Invoice #</b> _____
<b>Remit To:</b>	_____ _____ _____	Invoice Date: _____ Service Auth. # _____ City Purchase Order # _____ City Project Number: _____

City Project Title: \_\_\_\_\_  
For Professional Services for Period Ending: \_\_\_\_\_

Project Status Summary Paragraph (Description of Services Provided): \_\_\_\_\_

Insert Status Summary / Description of Services

<b><u>LABOR</u></b>				
<u>Class</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Principal				\$0.00
Sr. Engineer				\$0.00
Engineer				\$0.00
Cadd Designer				\$0.00
Sr. Engineering Tech				\$0.00
Sr. Inspector				\$0.00
Clerical				\$0.00
			Subtotal Labor	<u>\$0.00</u>
<b><u>SUBCONSULTANTS</u></b> (Must attach copies of backup invoices)				<u>Amount</u>
Insert Name of Subconsultant				\$0.00
Insert Name of Subconsultant				\$0.00
			Subtotal Subconsultants	<u>\$0.00</u>
<b><u>REIMBURSABLE/OUT-OF-POCKET EXPENSES</u></b> (Must attach copies of backup)				<u>Amount</u>
Postage				\$0.00
Printing				\$0.00
			Subtotal Expenses	<u>\$0.00</u>
<b><u>TOTAL AMOUNT DUE THIS INVOICE:</u></b>				<b><u>\$0.00</u></b>

**Bill To:** City of Delray Beach  
 434 S. Swinton Ave.  
 Delray Beach, FL 33444

**Invoice #** \_\_\_\_\_

Invoice Date: \_\_\_\_\_  
 Service Auth. # \_\_\_\_\_  
 City Purchase Order # \_\_\_\_\_  
 City Project Number: \_\_\_\_\_

**Remit To:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City Project Title: \_\_\_\_\_  
 For Professional Services for Period Ending: \_\_\_\_\_

**COST SUMMARY** (Must match cost breakdown in Service Authorization)

<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
Phase I or Task 1	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	<u>\$0.00</u>
Phase II or Task 2	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	<u>\$0.00</u>
Phase III or Task 3	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	<u>\$0.00</u>
Phase IV or Task 4	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	<u>\$0.00</u>
Phase V or Task 5	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	<u>\$0.00</u>

**Bill To:** City of Delray Beach  
 434 S. Swinton Ave.  
 Delray Beach, FL 33444

**Invoice #** \_\_\_\_\_

Invoice Date: \_\_\_\_\_  
 Service Auth. # \_\_\_\_\_  
 City Purchase Order # \_\_\_\_\_  
 City Project Number: \_\_\_\_\_

**Remit To:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City Project Title: \_\_\_\_\_  
 For Professional Services for Period Ending: \_\_\_\_\_

<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
Phase VI or Task 6	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase VII or Task 7	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase VIII or Task 8	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	<b>Amount Earned This Period</b>	<b>\$0.00</b>
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
<b><u>TOTAL CONTRACT COSTS</u></b>		
	Total Contract Amount	\$0.00
	<b>Total Amount Earned This Period</b>	<b>\$0.00</b>
	Total Amount Previously Earned	\$0.00
	<b>Total Amount Remaining</b>	<b>\$0.00</b>



**DEFINITIONS**

- CITY – THE CITY OF DELRAY BEACH
- CONTRACTOR – PRIME CONTRACTOR AND ALL SUBCONTRACTORS
- ENGINEER – ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION

**PROCEDURE**

- A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY WATER, SEWER OR DRAINAGE CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE CITY, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND OTHER INTERESTED PARTIES.
- ANY REVISIONS TO THE APPROVED PLANS MUST BE APPROVED BY THE CITY PRIOR TO THE PRE-CONSTRUCTION MEETING.
- A MINIMUM OF THREE (3) COPIES OF THE CURRENT APPROVED PRODUCT LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING. ALL PRODUCTS SHALL BE ON THE FDOT APPROVED PRODUCT LIST
- ALL APPLICABLE PERMITS MUST BE OBTAINED WITH COPIES PROVIDED TO THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
- ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED BY THE CITY PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE CITY AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE THE UTILITY CONFLICTS AND PERFORM THE UTILITY ADJUSTMENTS AS REQUIRED.
- PRIOR TO ANY SANITARY PIPE OR WATER MAIN TESTING, UNDER EXISTING OR FUTURE PAVEMENT, THE ROCK BASE SHALL BE FINISHED AND PRIMED OR FIRST LIFT OF PAVEMENT PLACED.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
- THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE CITY A MINIMUM OF 24 HOURS IN ADVANCE.
- CONTRACTOR SHALL NOT DISTURB EXISTING CITY MAINS OR STRUCTURES WITHOUT THE PRESENCE OF A CITY INSPECTOR. CITY UTILITY SYSTEM VALVES AND APPURTENANCES MAY ONLY BE OPERATED BY CITY PERSONNEL.
- FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE CITY.
- UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
- AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE CITY. AS THE WORK PROGRESSES, THE ENGINEER OF RECORD (OR THEIR REPRESENTATIVE) SHALL RECORD ON ONE SET OF DRAWINGS THE LOCATION INCLUDING STATION AND OFFSET WITH SUFFICIENT DIMENSIONS AND DISTANCES TO ADEQUATELY DESCRIBE THE LOCATION OF THE IMPROVEMENT FROM THE BASELINE. ELEVATIONS ARE TO BE PROVIDED AT THE TOP OF PIPE AT INCREMENTS OF EVERY 100 FEET ON ALL WATER AND FORCE MAINS. STATIONING IS REQUIRED ON ALL VALVES, FITTINGS, WATER AND SEWER SERVICES AND FIRE HYDRANTS. THE LENGTHS OF ALL WATER SERVICE LINES AND SEWER LATERALS MUST BE NOTED ON GRAVITY SEWER LINES. ELEVATIONS AND STATIONING ARE TO BE INDICATED ON ALL MANHOLE RIMS AND INVERTS. THE DISTANCE BETWEEN MANHOLES IS TO BE SHOWN ON BOTH THE PLAN AND PROFILE SHEETS UNLESS PLAN VIEW AND PROFILE VIEW ARE ON THE SAME SHEET. THE ENGINEER OF RECORD IS TO SUBMIT TWO SETS OF BLUE PRINT RECORD OR AS-BUILT DRAWINGS AND ONE MYLAR TO THE ENGINEERING DEPARTMENT ALONG WITH THE HEALTH DEPARTMENT APPLICATION FOR RELEASE OF THE SYSTEM. ALL "AS-BUILT DRAWINGS" SHALL BE SIGNED SEALED AND DATED BY THE ENGINEER OF RECORD. CERTIFICATE OF OCCUPANCY WILL BE HELD UNTIL ACCEPTANCE BY HRS AND THE ENVIRONMENTAL SERVICES DEPARTMENT. PAVING & DRAINAGE AS-BUILT DRAWINGS SHALL INCLUDE RIM ELEVATIONS, INVERT ELEVATIONS, PIPE SIZES, CONTROL STRUCTURE DIMENSIONS, AS WELL AS, AS-BUILT ELEVATIONS AT EVERY LOCATION A PROPOSED ELEVATION IS INDICATED ON THE CONSTRUCTION PLAN. ADEQUATE AS-BUILT ELEVATIONS SHALL BE PROVIDED ON EMBANKMENTS TO DETERMINE COMPLIANCE WITH MAXIMUM SLOPE REQUIREMENTS.
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553-851 FOR PROTECTION OF UNDERGROUND GAS PIPE LINES.
- CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
- GRADES SHOWN ON PLANS ARE FINISHED GRADES. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST EXISTING SANITARY SEWER MANHOLE TOPS AND VALVE BOX COVERS TO FINISHED GRADE.
- CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION AND SHALL BE REQUIRED TO PROVIDE ALL BARRICADES, LIGHTING, SIGNAGE AND FLAGMEN AS NECESSARY TO PROVIDE FOR THE SAFETY OF THE PUBLIC IN THE WORK AREA.

... PROCEDURE CONTINUED

- EXISTING BASE MATERIAL THAT IS REMOVED DURING CONSTRUCTION SHALL NOT BE USED IN THE CONSTRUCTION OF NEW LIMEROCK BASE.
- VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
- PRIOR TO AND DURING CONSTRUCTION OF ALL SITES, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES INCLUDED IN A POLLUTION PREVENTION PLAN PROVIDED TO THE CITY OF DELRAY BEACH'S CHIEF BUILDING OFFICIAL.
- REINFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, UNLESS OTHERWISE NOTED.
- ALL PAVED SURFACES SHALL BE PROPERLY MARKED PRIOR TO HOURS OF DARKNESS AND FINAL PAVEMENT MARKINGS SHALL BE INSTALLED PRIOR TO ROADWAY OPENING TO TRAFFIC. NEWLY PLACED PAVEMENT SURFACES SHALL HAVE PAVEMENT MARKINGS INSTALLED PRIOR TO ROADWAY BEING OPENED TO TRAFFIC.
- EMBANKMENT (FILL) AND EXCESS MATERIAL REQUIRED FOR ROADWAY RECONSTRUCTION AND UTILITY INSTALLATIONS SHALL BE SUPPLIED AND/OR DISPOSED OF BY THE CONTRACTOR. ALL COSTS ASSOCIATED WITH EARTHWORK REQUIREMENTS TO COMPLETE THE ROADWAY RECONSTRUCTION AND UTILITY IMPROVEMENTS SHALL BE INCLUDED IN THE COSTS OF OTHER APPROPRIATE PAY ITEMS.
- CONTINUITY OF WATER AND SEWER SERVICE TO CITY UTILITY CUSTOMERS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THIS PROJECT. IF A DISRUPTION IN SERVICE IS UNAVOIDABLE TO ACCOMMODATE CONNECTION OF NEW FACILITIES, IT SHALL BE SCHEDULED FOR OFF PEAK HOURS WITH THE CITY. DETERMINATION OF SERVICE DISRUPTION REQUIREMENT WILL BE MADE BY THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY TO SCHEDULE INTERRUPTIONS WITH RESIDENTS.
- SITE INFORMATION IS BASED ON A SURVEY PREPARED BY: WANTMAN GROUP, INC.

**LAP SPECIFIC NOTES**

- ALL FDOT STANDARDS AND SPECIFICATIONS SHALL BE CALENDAR YEAR 2016, OR LATEST EDITION AT CURRENT TIME OF BID.
- ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION.
- ALL CROSSWALK SIGNS AND ADVANCED PAVEMENT MESSAGES TO BE DESIGNED AND INSTALLED PER FDOT STANDARD (INDEX NO. 17346).
- REFERENCE THE 2016 FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
- ALL DETECTABLE WARNING SURFACE BRICK PAVERS SHALL BE COLOR "BRICK RED".
- REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES. CHAPTER 3, TABLE 3-12.
- ALL CONCRETE SHALL COMPLY WITH FDOT LAP BIG 4 SPEC 344.
- PULL BOXES LOCATED WITHIN SIDEWALK SHALL CONFORM TO STANDARD INDEX 17700.
- ANY STEEL INCORPORATED INTO THIS PROJECT SHALL CONFORM TO BUY AMERICA PROVISION 23 CFR 635.410.
- ALL WORK FOR THIS PROJECT WILL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
- THE DESIGN SPEED FOR THIS ROAD IS 30 MPH.
- CONTRACTOR RESPONSIBLE TO REPLACE ALL TRAFFIC SIGNAL DETECTION LOOPS.
- PRIOR TO MILLING AND RESURFACING, THE CONTRACTOR SHALL PROVIDE THE CITY A LISTING, COMPLETE WITH STATIONS, OFFSETS, AND PHOTOS OF ALL EXISTING MANHOLES AND VALVE COVERS LOCATED WITHIN THE EXISTING PAVEMENT. UPON COMPLETION OF MILLING AND RESURFACING THE CONTRACTOR SHALL PROVIDE EVIDENCE TO THE CITY THAT ALL OF THE EXISTING MANHOLE AND/OR VALVE COVERS ARE STILL VISIBLE DURING FINAL INSPECTION.
- IF THE CONTRACTOR ENCOUNTERS AN EXISTING VALVE BOX THAT IS OUT OF PLUMB, THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO ADJUST THE VALVE BOX AT THE PRE-CONSTRUCTION MEETING.
- IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATIONS IN THAT AREA. IMMEDIATELY NOTIFY THE CITY ENGINEER ISAAC KOVNER AT (561) 243-7060 AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE CITY ENGINEER WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED.
- THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACT SHALL PROVIDE A COPY OF THE REQUEST TO THE CITY ENGINEER. THE CONTRACTOR SHALL PROVIDE CITY ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR EACH USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH THE CITY ENGINEER PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT RARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.

**UTILITY CONTACTS**

CITY OF DELRAY BEACH WATER/SEWER  
ISAAC KOVNER, PE  
CITY ENGINEER  
434 S. SWINTON AVENUE  
DELRAY BEACH, FL 33444  
(561) 243-7060

FLORIDA PUBLIC UTILITIES CORP.  
IVAN GIBBS  
209 N. SAPODILLA AVENUE  
WEST PALM BEACH, FL 33401  
(561) 723-3459

AT&T  
GARTH BEDWARD  
2021 S MILITARY TRAIL  
WEST PALM BEACH, FL 33415  
GARTH.BEDWARD@ATT.COM  
PHONE 561-540-9263  
CELL 561-329-5451

PALM BEACH COUNTY TRAFFIC OPERATIONS  
SUPERINTENDENT  
2300 JOG ROAD  
WEST PALM BEACH, FL 33411-2747  
PHONE 561-681-4371

COMCAST  
STEPHEN ROSA  
7201 N. FEDERAL HIGHWAY  
BOCA RATON, FL 33407  
PHONE 561-454-5851

TECO  
MAX CHAMORRO  
5101 NW 21 AVENUE, STE 460  
FT LAUDERDALE, FL 33309

FLORIDA POWER AND LIGHT  
JOHN VAN VLEET  
9329 S. MILITARY TRAIL  
BOYNTON BEACH, FL 33436  
(561) 742-2003

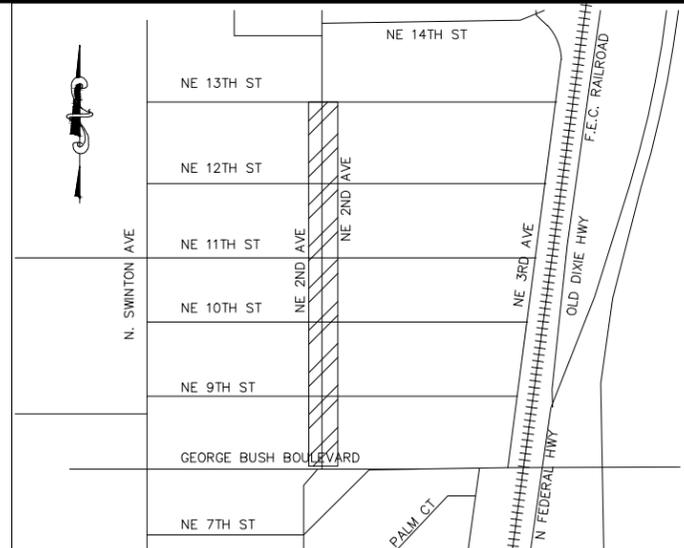
**GENERAL NOTES**

- REGULATIONS – ALL CONSTRUCTION SHALL BE DONE IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND OR CODES INCLUDING BUT NOT LIMITED TO THE CURRENT PALM BEACH COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LATEST REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES TO BEGIN WORK AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
- VERTICAL DATUM – ELEVATIONS REFER TO N.G.V.D. 1929 AS PER TOPOGRAPHIC SURVEY BENCHMARK INFORMATION PROVIDED PALM BEACH COUNTY "Z 233" HAVING AN ELEVATION OF 17.570 (NGVD29).
- HORIZONTAL DATUM – NORTH AMERICAN DATUM 1983, FLORIDA STATE PLANE COORDINATES, EAST ZONE, FOOT.
- GUARANTEE – THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- RESTORATION – THE CONTRACTOR SHALL IMMEDIATELY REPAIR AND RESTORE EXISTING SITE FEATURES INCLUDING PAVEMENT, DRIVEWAYS, PIPES, FENCES, TRAFFIC CONTROL DEVICES, MAILBOXES AND PROPERTY CORNERS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES. THE REPAIR AND RESTORATION SHALL CONFORM TO APPLICABLE STANDARDS AS GOVERNED.
- THE CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRIP LINE OF TREES.
- ALL LANDSCAPE AND TREES WITHIN THE CITY R/W SHALL BE REMOVED.
- ALL CONNECTIONS TO EXISTING SIDEWALK SHALL MATCH EXISTING GRADE AND ELEVATION.
- CONTRACTOR SHALL SUBMIT A LANDSCAPE IRRIGATION PLAN FOR THE LANDSCAPE MODIFICATION TO THE TRAFFIC ISLAND AT GEORGE BUSH BOULEVARD AND NE 2ND AVENUE.
- THE CONTRACTOR SHALL COORDINATE AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE CITY ENGINEER AT 561-243-7060, AND THE FDOT ENVIRONMENTAL COORDINATOR AT 954-777-4665.
- VIBRATORY COMPACTION MONITORING SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 108
- THE CONTRACTOR IS REQUIRED TO INCLUDE AN ADD ALTERNATIVE FOR 2.5" MILLING AND RESTORATION OF THE EXISTING PAVEMENT IN ACCORDANCE SPECIFICATION 341 AND THE FDOT FLEXIBLE PAVEMENT DESIGN MANUAL FOR ASPHALT RUBBER MEMBRANE INTERLAYER (ARM) FOR MINIMUM 1.5" OVERLAY (2-0.75" LIFTS).

**PAVEMENT MARKING LEGEND**

- (A) 6" WHITE SOLID
- (C) 6" WHITE 2'-4' DOTTED
- (D) 12" WHITE
- (E) 24" WHITE
- (F) 6" DOUBLE YELLOW WITH RPMs
- (G) 6" SKIP WHITE 6'-10'
- (H) 6" DOUBLE YELLOW
- (J) 18" SOLID WHITE
- (K) 8" SOLID WHITE
- (L) FLEXIBLE DELINEATOR POST WHITE
- (M) RPM BI-DIRECTIONAL WHITE/RED

NOTE:  
SEE DETAIL RT3.2 FOR TRAFFIC CONTROL STOP CONDITIONS AT INTERSECTIONS



**KEY MAP**  
SCALE : NONE

**LEGEND**

- PROP. ELEVATION 0.00
- EXIST. ELEVATION x 0.00
- DIRECTION OF FLOW
- STREET/STOP/TRAFFIC SIGN
- EXIST. BACKFLOW PREVENTER
- EXIST. BOLLARD
- EXIST. CLEANOUT
- EXIST. FIRE HYDRANT
- EXIST. FLOOD LIGHT
- EXIST. GATE VALVE
- EXIST. SANITARY MANHOLE
- EXIST. METER WATER/ELECTRIC
- EXIST. POWER POLE
- EXIST. DRAINAGE
- EXIST. OVERHEAD LINES
- EXIST. OVERHEAD UTILITIES
- EXIST. SANITARY
- EXIST. TELEPHONE
- EXIST. WATERMAIN

**ABBREVIATIONS**

- BT BURIED TELEPHONE
- CB CATCH BASIN
- C CENTER LINE
- CI CURB INLET
- CO CLEANOUT
- CS CONTROL STRUCTURE
- D DRAINAGE MANHOLE
- EL ELEVATION
- EOP EDGE OF PAVEMENT
- EX,EXIST EXISTING
- FH FIRE HYDRANT
- I INLET
- INV INVERT
- M MANHOLE
- MB MAIL BOX
- OE OVERHEAD ELECTRIC
- OHU OVERHEAD UTILITY
- OS OFFSET
- PBC PALM BEACH COUNTY
- PROP PROPOSED
- R/W RIGHT OF WAY
- S SEWER MANHOLE
- STA STATION
- SW SIDEWALK
- TYP TYPICAL
- W WATER METER
- WPP WOOD POWER POLE
- WV WATER VALVE

- PROP. 4" THICK CONCRETE (REMOVE & REPLACE) [diagonal hatching]
- PROP. 4" THICK CONCRETE (NEW CONSTRUCTION) [stippled]
- PROP. 6" THICK CONCRETE (SIDEWALK) [diagonal hatching]
- PROP. 6" THICK CONCRETE (DRIVEWAY) [vertical hatching]
- PAVER BRICK CROSSWALK BID-ALTERNATE [brick pattern]
- PROPOSED RECONSTRUCTED SHOULDER [diagonal hatching]
- PROP. LIMITS OF MILL AND RESURFACE 1" [cross-hatching]
- PROP. SWALE REGRADING [stippled]
- PROP. GREEN BIKE LANE SURFACE [green box]

2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.087.2320  
Fax No. 561.087.1110  
Cert No. 6091 - LP No. 7055

**WVGI**

ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	REVISIONS DESCRIPTION

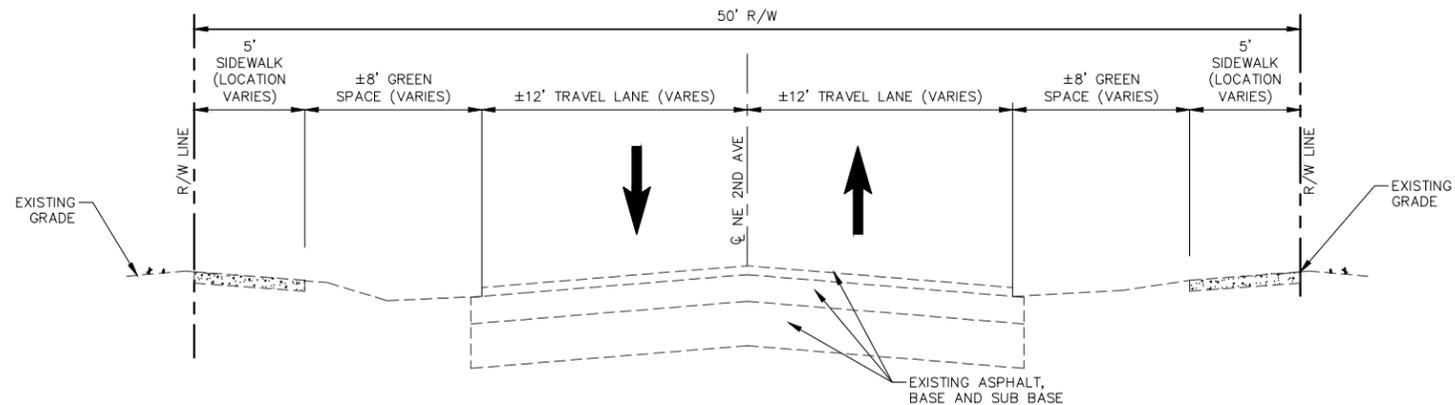
CAD/NET/ON/DWG	JOB NO.	1004.11	TOTAL SHEETS	28	DATE	7/20/2016	SCALE	NONE

ENGINEER OF RECORD	PROJECT	PHASE	TASK
BRETT OULDFORD, P.E. PE# 61795	NE 2ND AVENUE / SEACREST	PHASE 1	GENERAL NOTES

DRAWN	SCC	DESIGNED	SCC	CHECKED	BNO	QC	JWR

**SHEET:**  
**C-2**

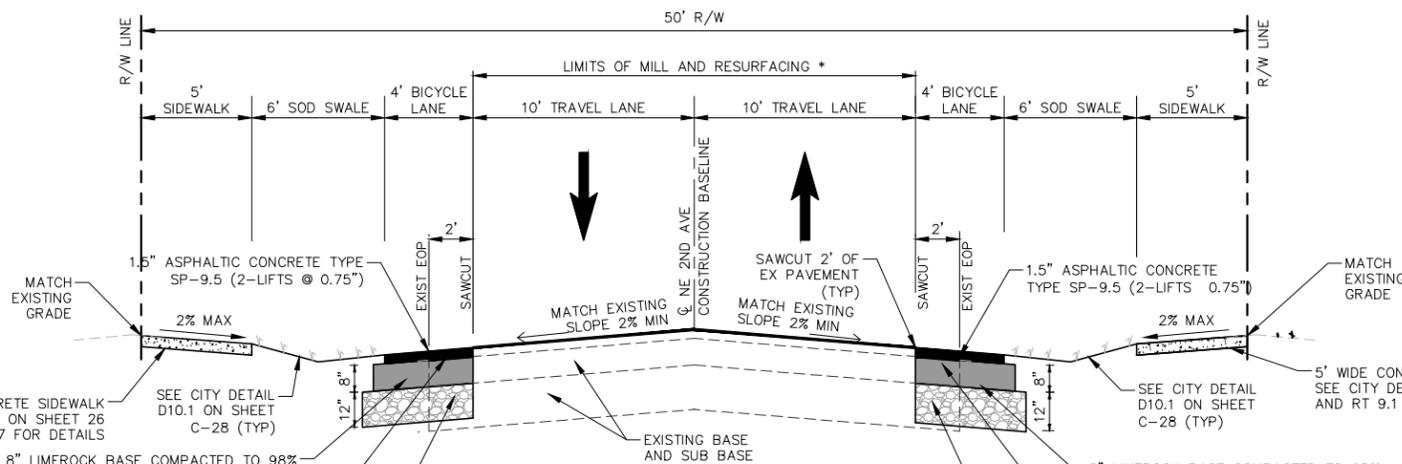
Stephen Cherry © 2016 wvgi.com All rights reserved. 7/20/2016 2:23:54 PM Some 7/20/2016 2:16:52 PM



**TYPICAL EXISTING SECTION**

SCALE: NONE

STA. 37+26.6 TO STA. 38+87.1  
 STA. 39+63.5 TO STA. 41+87.5  
 STA. 42+63.5 TO STA. 44+77.6  
 STA. 45+53.8 TO STA. 47+92.9  
 STA. 48+68.9 TO STA. 51+32.8  
 STA. 52+09.5 TO STA. 53+00.0



**TYPICAL PROPOSED SECTION**

SCALE: NONE

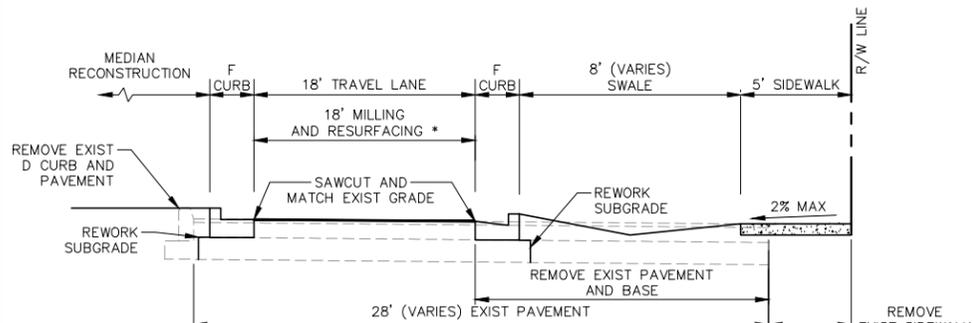
STA. 37+26.6 TO STA. 38+87.1  
 STA. 39+63.5 TO STA. 41+87.5  
 STA. 42+63.5 TO STA. 44+77.6  
 STA. 45+53.8 TO STA. 47+92.9  
 STA. 48+68.9 TO STA. 51+32.8  
 STA. 52+09.5 TO STA. 53+00.0

**NOTES:**

- DESIGN SPEED = 30 MPH.
- NONE OF THE EXISTING BASEROCK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW BASEROCK BASE.
- ADD ALTERNATE
  - MILL 2.5" ASPHALT
  - ARMI LAYER PER FDOT SPECIFICATION 341
  - 1.5" TYPE SP-9.5 ASPHALTIC CONCRETE (2-LIFTS 0.75")

**MILLING**  
 \* MILL EXISTING ASPHALT PAVEMENT (1.0")  
 AREAS REQUIRING VARIABLE MILLING SHOULD BE BROUGHT TO THE CITY FOR EVALUATION

**RESURFACING**  
 \* TYPE SP-9.5 ASPHALT (1.0")  
 AREAS REQUIRING VARIABLE RESURFACING SHOULD BE BROUGHT TO THE CITY FOR EVALUATION



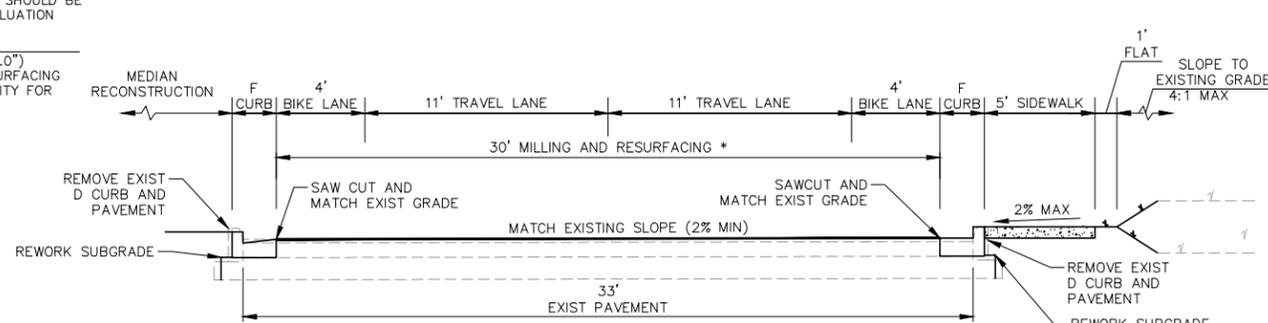
**SECTION A-A: RIGHT TURN LANE DETAIL**

SEE SHEET C-7

STA. 36+37.8 TO STA. 37+26.6

**MILLING**  
 \* MILL EXISTING ASPHALT PAVEMENT (1.0")  
 AREAS REQUIRING VARIABLE MILLING SHOULD BE BROUGHT TO THE CITY FOR EVALUATION

**RESURFACING**  
 \* TYPE SP-9.5 ASPHALT (1.0")  
 AREAS REQUIRING VARIABLE RESURFACING SHOULD BE BROUGHT TO THE CITY FOR EVALUATION



**SECTION B-B: TWO DIRECTIONAL LANE DETAIL**

SEE SHEET C-7

STA. 36+37.8 TO STA. 37+26.6

**MILLING**  
 \* MILL EXISTING ASPHALT PAVEMENT (1.0")  
 AREAS REQUIRING VARIABLE MILLING SHOULD BE BROUGHT TO THE CITY FOR EVALUATION

**RESURFACING**  
 \* TYPE SP-9.5 ASPHALT (1.0")  
 AREAS REQUIRING VARIABLE RESURFACING SHOULD BE BROUGHT TO THE CITY FOR EVALUATION

NO.	DATE	DESCRIPTION	BY

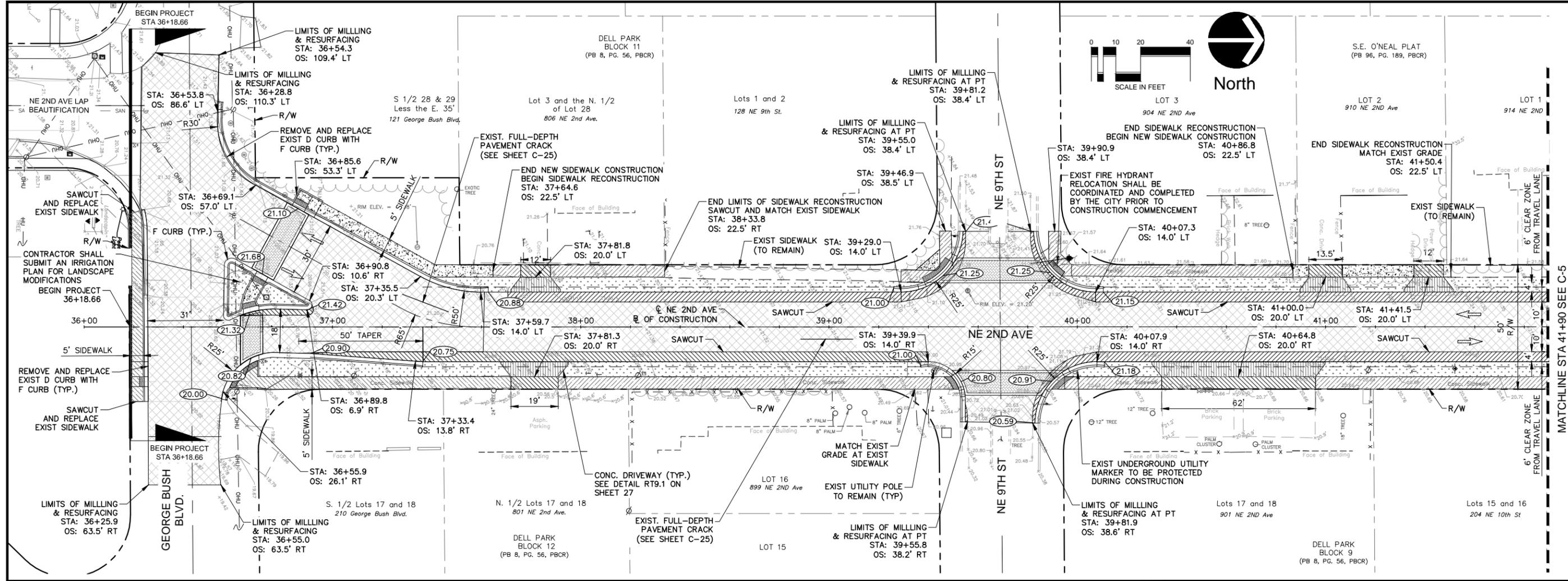
CAD FILE	TYP.DWG	JOB NO.	1004.11	TOTAL SHEETS	28	DATE	7/20/2016	SCALE	N/A	QC	JWR

ENGINEER OF RECORD  
 BRETT OULFORD, P.E.  
 PE# 61796

PROJECT: NE 2ND AVENUE / SEACREST PHASE 1  
 TASK: TYPICAL SECTIONS

SHEET: C-3

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CAD: NE2_RD_PLANS.DWG		NO.	DATE	DESCRIPTION	BY
JOB NO. 1004.11					
TOTAL SHEETS 22					
DATE 7/20/2016					
SCALE 1" = 20'					
DRAWN	SCC				
DESIGNED	SCC				
CHECKED	BNO				
QC	JWR				

**NOTES:**

1. ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION.
2. ALL CROSSWALK SIGNS AND ADVANCED PAVEMENT MESSAGES SHALL BE DESIGNED AND INSTALLED PER FDOT STANDARD (INDEX NO. 17346).
3. SEE LANDSCAPE PLANS FOR REMOVAL/RELOCATION OF TREES, SHRUBS, AND ALL OTHER LANDSCAPING CONFLICTS.
4. REFERENCE THE 2016 FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
5. ALL DETECTABLE BRICK PAVERS SHALL BE COLOR "BRICK RED".
6. CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST VALVE RINGS AND COVERS TO MATCH PROPOSED GRADE.
7. REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES. CHAPTER 3, TABLE 3-12.
8. CONTRACTOR RESPONSIBLE TO REPLACE ALL TRAFFIC LOOPS.
9. ANY STEEL INCORPORATED INTO THIS PROJECT SHALL CONFORM TO BUY AMERICA PROVISION 23 CFR 635.410.
10. ALL WORK FOR THIS PROJECT WILL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
11. THE DESIGN SPEED FOR THIS ROAD IS 30 MPH.
12. CITY OF DELRAY BEACH SHALL BE RESPONSIBLE FOR COORDINATING THE REMOVAL OF PRIVATE LANDSCAPE AND ABOVE GROUND APPURTENANCES BEFORE CONSTRUCTION BEGINS.

**LEGEND**

EXIST. ELEVATION	+x.00
DIRECTION OF FLOW	~>
STREET/STOP SIGN	+
EXIST. BACKFLOW PREVENTER	⊕
EXIST. BOLLARD	⊙
EXIST. CLEANOUT	⊗
EXIST. FIRE HYDRANT	⊕
EXIST. FLOOD LIGHT	⊕
EXIST. GATE VALVE	⊕
EXIST. SANITARY MANHOLE	⊕
EXIST. METER WATER/ELECTRIC	⊕
EXIST. POWER POLE	⊕
EXIST. DRAINAGE	--- D ---
EXIST. OVERHEAD LINES	--- OH ---
EXIST. SANITARY	--- S ---
EXIST. TELEPHONE	--- BT ---
EXIST. WATERMAIN	--- W ---
PROP. 4" THICK CONCRETE (REMOVE & REPLACE)	[Hatched Pattern]
PROP. 4" THICK CONCRETE (NEW CONSTRUCTION)	[Stippled Pattern]
PROP. 6" THICK CONCRETE (SIDEWALK)	[Diagonal Pattern]
PROP. 6" THICK CONCRETE (DRIVEWAY)	[Vertical Line Pattern]
PROP. SWALE REGRADING	[Dotted Pattern]

**ABBREVIATIONS**

BT	BURIED TELEPHONE
CB	CATCH BASIN
CL	CENTER LINE
CO	CLEANOUT
CR	CURB RAMP
CS	CONTROL STRUCTURE
D	DRAINAGE MANHOLE
E	ELEVATION
EOP	EDGE OF PAVEMENT
EX	EXISTING
FH	FIRE HYDRANT
I	INLET
INV	INVERT
M	MANHOLE
MB	MAIL BOX
OE	OVERHEAD ELECTRIC
OHU	OVERHEAD UTILITY
OS	OFFSET
PBC	PALM BEACH COUNTY
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
S	SEWER MANHOLE
STA	STATION
SW	SIDEWALK
TYP	TYPICAL
W	WATER METER
WPP	WOOD POWER POLE
WV	WATER VALVE

**KEY MAP**  
SCALE : NONE

Stephen Cherry © 2016/2015/2014/2013/2012/2011/2010/2009/2008/2007/2006/2005/2004/2003/2002/2001/2000/1999/1998/1997/1996/1995/1994/1993/1992/1991/1990/1989/1988/1987/1986/1985/1984/1983/1982/1981/1980/1979/1978/1977/1976/1975/1974/1973/1972/1971/1970/1969/1968/1967/1966/1965/1964/1963/1962/1961/1960/1959/1958/1957/1956/1955/1954/1953/1952/1951/1950/1949/1948/1947/1946/1945/1944/1943/1942/1941/1940/1939/1938/1937/1936/1935/1934/1933/1932/1931/1930/1929/1928/1927/1926/1925/1924/1923/1922/1921/1920/1919/1918/1917/1916/1915/1914/1913/1912/1911/1910/1909/1908/1907/1906/1905/1904/1903/1902/1901/1900/1899/1898/1897/1896/1895/1894/1893/1892/1891/1890/1889/1888/1887/1886/1885/1884/1883/1882/1881/1880/1879/1878/1877/1876/1875/1874/1873/1872/1871/1870/1869/1868/1867/1866/1865/1864/1863/1862/1861/1860/1859/1858/1857/1856/1855/1854/1853/1852/1851/1850/1849/1848/1847/1846/1845/1844/1843/1842/1841/1840/1839/1838/1837/1836/1835/1834/1833/1832/1831/1830/1829/1828/1827/1826/1825/1824/1823/1822/1821/1820/1819/1818/1817/1816/1815/1814/1813/1812/1811/1810/1809/1808/1807/1806/1805/1804/1803/1802/1801/1800/1799/1798/1797/1796/1795/1794/1793/1792/1791/1790/1789/1788/1787/1786/1785/1784/1783/1782/1781/1780/1779/1778/1777/1776/1775/1774/1773/1772/1771/1770/1769/1768/1767/1766/1765/1764/1763/1762/1761/1760/1759/1758/1757/1756/1755/1754/1753/1752/1751/1750/1749/1748/1747/1746/1745/1744/1743/1742/1741/1740/1739/1738/1737/1736/1735/1734/1733/1732/1731/1730/1729/1728/1727/1726/1725/1724/1723/1722/1721/1720/1719/1718/1717/1716/1715/1714/1713/1712/1711/1710/1709/1708/1707/1706/1705/1704/1703/1702/1701/1700/1699/1698/1697/1696/1695/1694/1693/1692/1691/1690/1689/1688/1687/1686/1685/1684/1683/1682/1681/1680/1679/1678/1677/1676/1675/1674/1673/1672/1671/1670/1669/1668/1667/1666/1665/1664/1663/1662/1661/1660/1659/1658/1657/1656/1655/1654/1653/1652/1651/1650/1649/1648/1647/1646/1645/1644/1643/1642/1641/1640/1639/1638/1637/1636/1635/1634/1633/1632/1631/1630/1629/1628/1627/1626/1625/1624/1623/1622/1621/1620/1619/1618/1617/1616/1615/1614/1613/1612/1611/1610/1609/1608/1607/1606/1605/1604/1603/1602/1601/1600/1599/1598/1597/1596/1595/1594/1593/1592/1591/1590/1589/1588/1587/1586/1585/1584/1583/1582/1581/1580/1579/1578/1577/1576/1575/1574/1573/1572/1571/1570/1569/1568/1567/1566/1565/1564/1563/1562/1561/1560/1559/1558/1557/1556/1555/1554/1553/1552/1551/1550/1549/1548/1547/1546/1545/1544/1543/1542/1541/1540/1539/1538/1537/1536/1535/1534/1533/1532/1531/1530/1529/1528/1527/1526/1525/1524/1523/1522/1521/1520/1519/1518/1517/1516/1515/1514/1513/1512/1511/1510/1509/1508/1507/1506/1505/1504/1503/1502/1501/1500/1499/1498/1497/1496/1495/1494/1493/1492/1491/1490/1489/1488/1487/1486/1485/1484/1483/1482/1481/1480/1479/1478/1477/1476/1475/1474/1473/1472/1471/1470/1469/1468/1467/1466/1465/1464/1463/1462/1461/1460/1459/1458/1457/1456/1455/1454/1453/1452/1451/1450/1449/1448/1447/1446/1445/1444/1443/1442/1441/1440/1439/1438/1437/1436/1435/1434/1433/1432/1431/1430/1429/1428/1427/1426/1425/1424/1423/1422/1421/1420/1419/1418/1417/1416/1415/1414/1413/1412/1411/1410/1409/1408/1407/1406/1405/1404/1403/1402/1401/1400/1399/1398/1397/1396/1395/1394/1393/1392/1391/1390/1389/1388/1387/1386/1385/1384/1383/1382/1381/1380/1379/1378/1377/1376/1375/1374/1373/1372/1371/1370/1369/1368/1367/1366/1365/1364/1363/1362/1361/1360/1359/1358/1357/1356/1355/1354/1353/1352/1351/1350/1349/1348/1347/1346/1345/1344/1343/1342/1341/1340/1339/1338/1337/1336/1335/1334/1333/1332/1331/1330/1329/1328/1327/1326/1325/1324/1323/1322/1321/1320/1319/1318/1317/1316/1315/1314/1313/1312/1311/1310/1309/1308/1307/1306/1305/1304/1303/1302/1301/1300/1299/1298/1297/1296/1295/1294/1293/1292/1291/1290/1289/1288/1287/1286/1285/1284/1283/1282/1281/1280/1279/1278/1277/1276/1275/1274/1273/1272/1271/1270/1269/1268/1267/1266/1265/1264/1263/1262/1261/1260/1259/1258/1257/1256/1255/1254/1253/1252/1251/1250/1249/1248/1247/1246/1245/1244/1243/1242/1241/1240/1239/1238/1237/1236/1235/1234/1233/1232/1231/1230/1229/1228/1227/1226/1225/1224/1223/1222/1221/1220/1219/1218/1217/1216/1215/1214/1213/1212/1211/1210/1209/1208/1207/1206/1205/1204/1203/1202/1201/1200/1199/1198/1197/1196/1195/1194/1193/1192/1191/1190/1189/1188/1187/1186/1185/1184/1183/1182/1181/1180/1179/1178/1177/1176/1175/1174/1173/1172/1171/1170/1169/1168/1167/1166/1165/1164/1163/1162/1161/1160/1159/1158/1157/1156/1155/1154/1153/1152/1151/1150/1149/1148/1147/1146/1145/1144/1143/1142/1141/1140/1139/1138/1137/1136/1135/1134/1133/1132/1131/1130/1129/1128/1127/1126/1125/1124/1123/1122/1121/1120/1119/1118/1117/1116/1115/1114/1113/1112/1111/1110/1109/1108/1107/1106/1105/1104/1103/1102/1101/1100/1099/1098/1097/1096/1095/1094/1093/1092/1091/1090/1089/1088/1087/1086/1085/1084/1083/1082/1081/1080/1079/1078/1077/1076/1075/1074/1073/1072/1071/1070/1069/1068/1067/1066/1065/1064/1063/1062/1061/1060/1059/1058/1057/1056/1055/1054/1053/1052/1051/1050/1049/1048/1047/1046/1045/1044/1043/1042/1041/1040/1039/1038/1037/1036/1035/1034/1033/1032/1031/1030/1029/1028/1027/1026/1025/1024/1023/1022/1021/1020/1019/1018/1017/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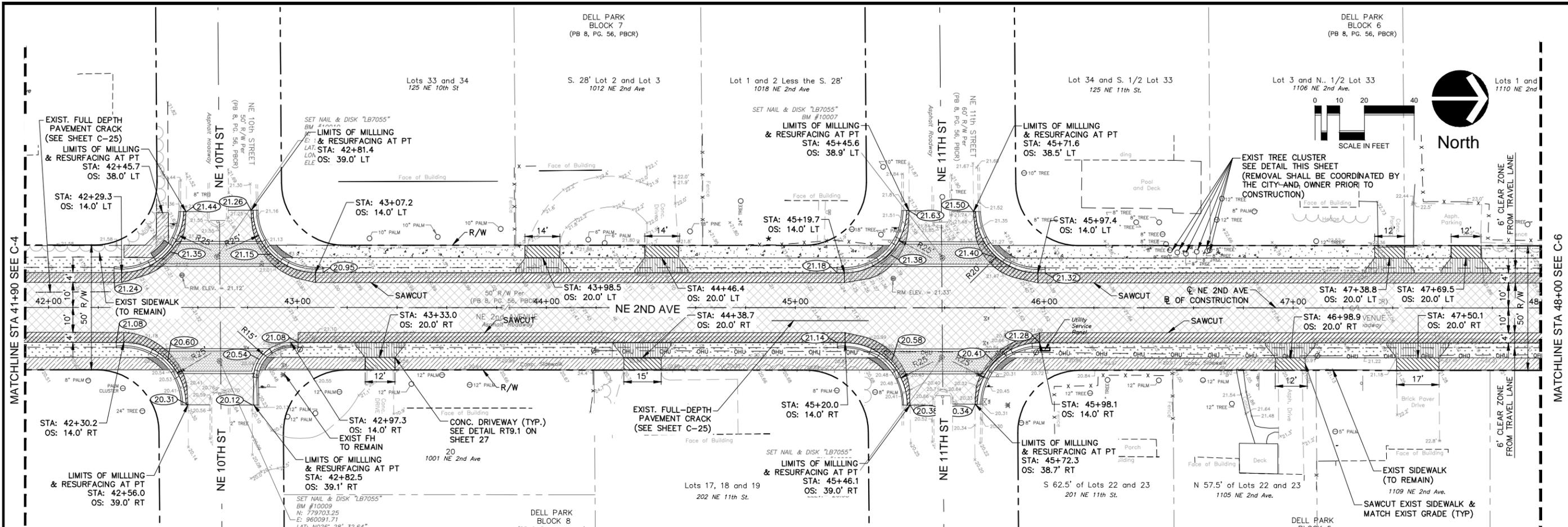
2035 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.687.2220  
 Fax No. 561.687.1110  
 Cert No. 6091 - Lic. No. 7055

**MWGI**

ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

PROJECT: NE 2ND AVENUE / SEACREST PHASE 1  
 TASK: ROADWAY IMPROVEMENT PLAN

ENGINEER OF RECORD: BRETT OULFORD, P.E. PE# 61795  
 SHEET: C-4



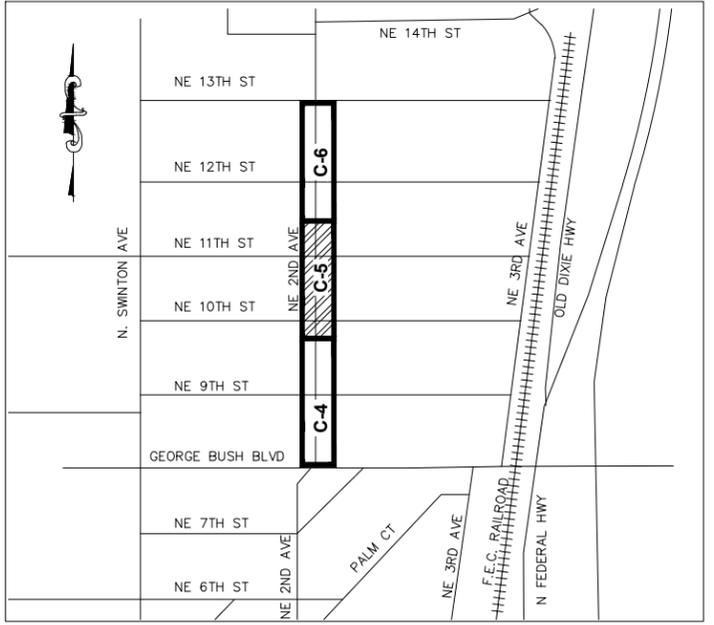
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**LEGEND**

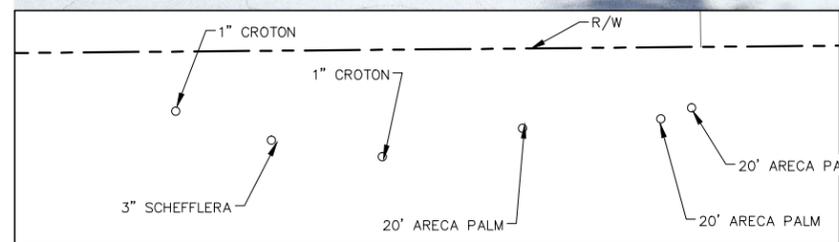
- EXIST. ELEVATION  $\times 0.00$
- DIRECTION OF FLOW  $\rightarrow$
- STREET/STOP SIGN  $\downarrow$
- EXIST. BACKFLOW PREVENTER  $\odot$
- EXIST. BOLLARD  $\otimes$
- EXIST. CLEANOUT  $\oplus$
- EXIST. FIRE HYDRANT  $\text{FH}$
- EXIST. FLOOD LIGHT  $\text{FL}$
- EXIST. GATE VALVE  $\text{GV}$
- EXIST. SANITARY MANHOLE  $\text{SM}$
- EXIST. METER WATER/ELECTRIC  $\text{MWE}$
- EXIST. POWER POLE  $\text{PP}$
- EXIST. DRAINAGE  $\text{--- D ---}$
- EXIST. OVERHEAD LINES  $\text{--- OH ---}$
- EXIST. SANITARY  $\text{--- S ---}$
- EXIST. TELEPHONE  $\text{--- BT ---}$
- EXIST. WATERMAIN  $\text{--- W ---}$

**ABBREVIATIONS**

- BT BURIED TELEPHONE
- CB CATCH BASIN
- CL CENTER LINE
- CI CURB INLET
- CO CLEANOUT
- CR CURB RAMP
- CS CONTROL STRUCTURE
- D DRAINAGE MANHOLE
- EL ELEVATION
- EOP EDGE OF PAVEMENT
- EX EXISTING
- FH FIRE HYDRANT
- I INLET
- INV INVERT
- M MANHOLE
- MB MAIL BOX
- OE OVERHEAD ELECTRIC
- OEU OVERHEAD UTILITY
- OS OFFSET
- PBC PALM BEACH COUNTY
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- S SEWER MANHOLE
- STA STATION
- SW SIDEWALK
- TYP TYPICAL
- W WATER METER
- WPP WOOD POWER POLE
- WV WATER VALVE



**KEY MAP**  
SCALE : NONE



**TREE REMOVAL DETAIL**

**PROPOSED RECONSTRUCTED SHOULDER**



**PROP. LIMITS OF MILL AND RESURFACE 1"**



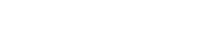
**PROP. PAVBR BRICK CROSSWALK**



**PROP. 4" THICK CONCRETE (REMOVE & REPLACE)**



**PROP. 4" THICK CONCRETE (NEW CONSTRUCTION)**



**PROP. 6" THICK CONCRETE (SIDEWALK)**



**PROP. 6" THICK CONCRETE (DRIVEWAY)**



**PROP. SWALE REGRAIDING**



2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2320  
Fax No. 561.687.1110  
Cert No. 6091 - LP No. 7055

**MWGI**  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	DESCRIPTION	BY

CAD FILE	RD PLANS.DWG	DRAWN	SCC	DESIGNED	SCC	CHECKED	BNO	JWR
JOB NO.	1004.11			23				
TOTAL SHEETS								
DATE	7/20/2016							
SCALE	1" = 20'							

ENGINEER OF RECORD	PE#
BRETT OULFORD, P.E.	61795

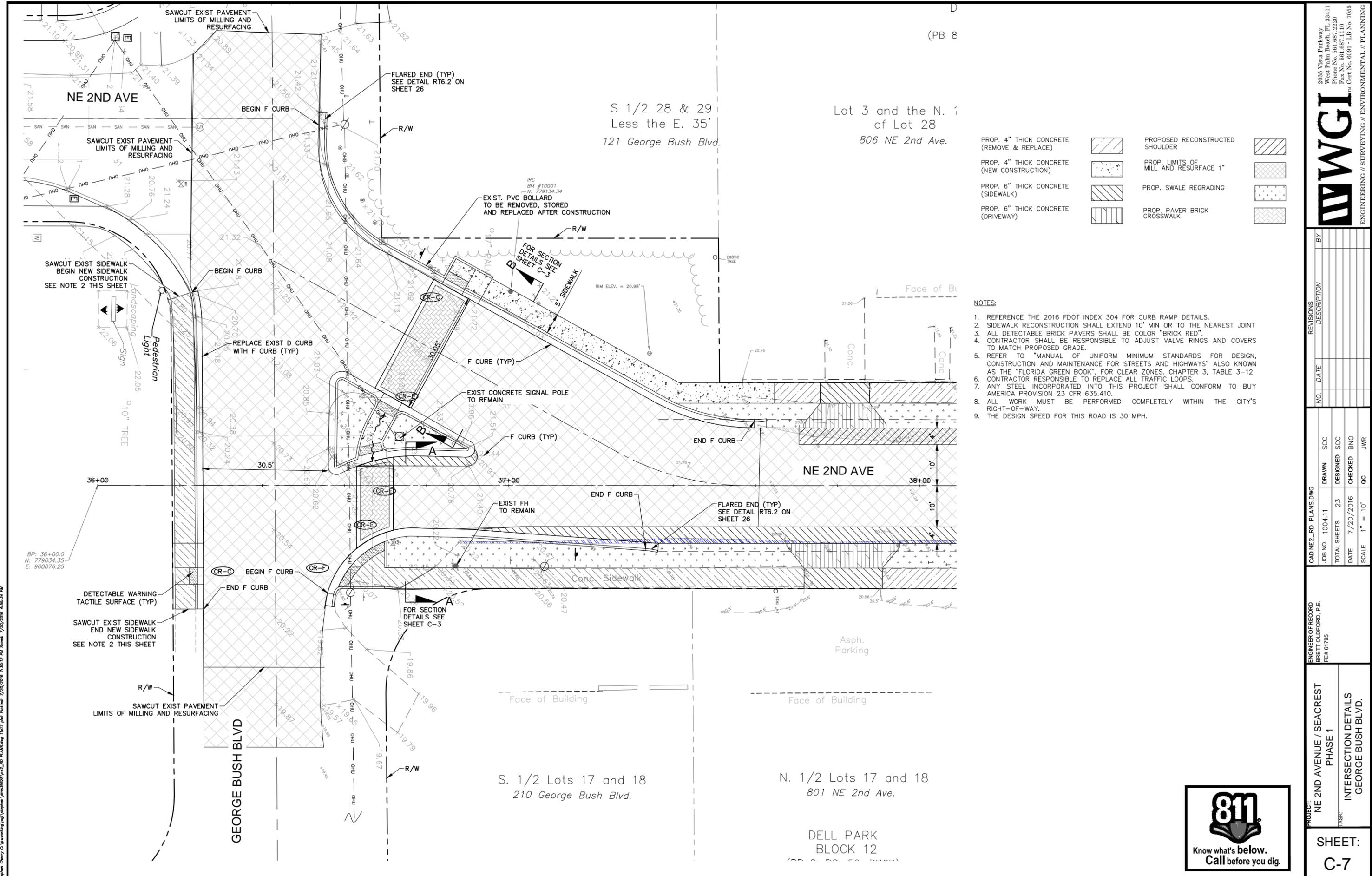
PROJECT	TASK
NE 2ND AVENUE / SEACREST PHASE 1	ROADWAY IMPROVEMENT PLAN

**SHEET:**  
**C-5**



Stephen Cherry © 7/20/2016 11:47 AM Plots: 7/20/2016 2:28:16 PM Sheet: 7/20/2016 4:48:34 PM





(PB 8)

- |  |  |                                       |  |
|--|--|---------------------------------------|--|
| PROP. 4" THICK CONCRETE (REMOVE & REPLACE) |  | PROPOSED RECONSTRUCTED SHOULDER       |  |
| PROP. 4" THICK CONCRETE (NEW CONSTRUCTION) |  | PROP. LIMITS OF MILL AND RESURFACE 1" |  |
| PROP. 6" THICK CONCRETE (SIDEWALK)         |  | PROP. SWALE REGRADING                 |  |
| PROP. 6" THICK CONCRETE (DRIVEWAY)         |  | PROP. PAVER BRICK CROSSWALK           |  |

**NOTES:**

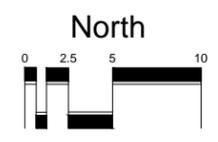
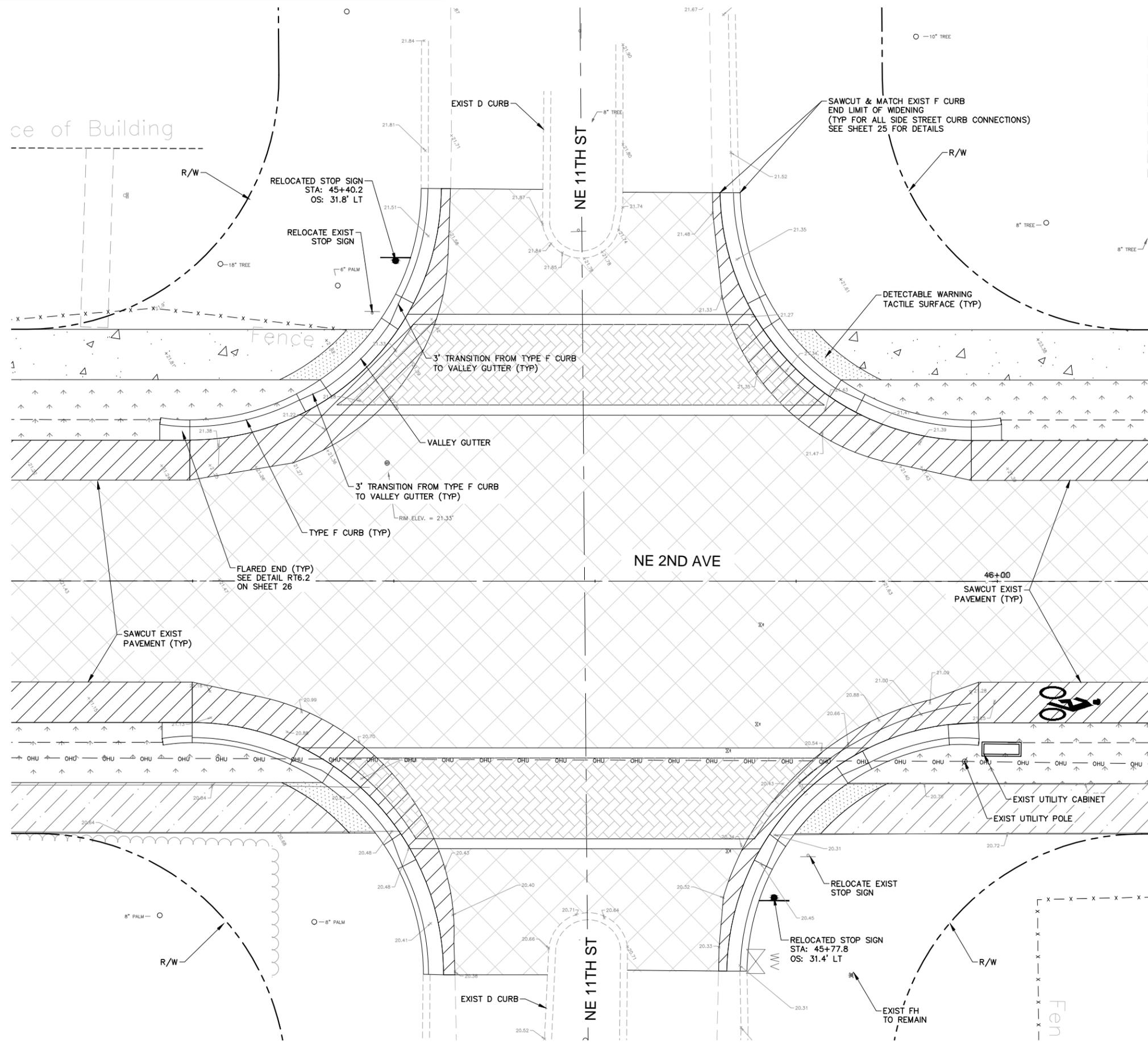
1. REFERENCE THE 2016 FDOT INDEX 304 FOR CURB RAMP DETAILS.
2. SIDEWALK RECONSTRUCTION SHALL EXTEND 10' MIN OR TO THE NEAREST JOINT
3. ALL DETECTABLE BRICK PAVERS SHALL BE COLOR "BRICK RED".
4. CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST VALVE RINGS AND COVERS TO MATCH PROPOSED GRADE.
5. REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES, CHAPTER 3, TABLE 3-12
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2016/2017/2018/2019/2020/2021/2022/2023/2024/2025/2026/2027/2028/2029/2030/2031/2032/2033/2034/2035/2036/2037/2038/2039/2040/2041/2042/2043/2044/2045/2046/2047/2048/2049/2050/2051/2052/2053/2054/2055/2056/2057/2058/2059/2060/2061/2062/2063/2064/2065/2066/2067/2068/2069/2070/2071/2072/2073/2074/2075/2076/2077/2078/2079/2080/2081/2082/2083/2084/2085/2086/2087/2088/2089/2090/2091/2092/2093/2094/2095/2096/2097/2098/2099/2100/2101/2102/2103/2104/2105/2106/2107/2108/2109/2110/2111/2112/2113/2114/2115/2116/2117/2118/2119/2120/2121/2122/2123/2124/2125/2126/2127/2128/2129/2130/2131/2132/2133/2134/2135/2136/2137/2138/2139/2140/2141/2142/2143/2144/2145/2146/2147/2148/2149/2150/2151/2152/2153/2154/2155/2156/2157/2158/2159/2160/2161/2162/2163/2164/2165/2166/2167/2168/2169/2170/2171/2172/2173/2174/2175/2176/2177/2178/2179/2180/2181/2182/2183/2184/2185/2186/2187/2188/2189/2190/2191/2192/2193/2194/2195/2196/2197/2198/2199/2200/2201/2202/2203/2204/2205/2206/2207/2208/2209/2210/2211/2212/2213/2214/2215/2216/2217/2218/2219/2220/2221/2222/2223/2224/2225/2226/2227/2228/2229/2230/2231/2232/2233/2234/2235/2236/2237/2238/2239/2240/2241/2242/2243/2244/2245/2246/2247/2248/2249/2250/2251/2252/2253/2254/2255/2256/2257/2258/2259/2260/2261/2262/2263/2264/2265/2266/2267/2268/2269/2270/2271/2272/2273/2274/2275/2276/2277/2278/2279/2280/2281/2282/2283/2284/2285/2286/2287/2288/2289/2290/2291/2292/2293/2294/2295/2296/2297/2298/2299/2300/2301/2302/2303/2304/2305/2306/2307/2308/2309/2310/2311/2312/2313/2314/2315/2316/2317/2318/2319/2320/2321/2322/2323/2324/2325/2326/2327/2328/2329/2330/2331/2332/2333/2334/2335/2336/2337/2338/2339/2340/2341/2342/2343/2344/2345/2346/2347/2348/2349/2350/2351/2352/2353/2354/2355/2356/2357/2358/2359/2360/2361/2362/2363/2364/2365/2366/2367/2368/2369/2370/2371/2372/2373/2374/2375/2376/2377/2378/2379/2380/2381/2382/2383/2384/2385/2386/2387/2388/2389/2390/2391/2392/2393/2394/2395/2396/2397/2398/2399/2400/2401/2402/2403/2404/2405/2406/2407/2408/2409/2410/2411/2412/2413/2414/2415/2416/2417/2418/2419/2420/2421/2422/2423/2424/2425/2426/2427/2428/2429/2430/2431/2432/2433/2434/2435/2436/2437/2438/2439/2440/2441/2442/2443/2444/2445/2446/2447/2448/2449/2450/2451/2452/2453/2454/2455/2456/2457/2458/2459/2460/2461/2462/2463/2464/2465/2466/2467/2468/2469/2470/2471/2472/2473/2474/2475/2476/2477/2478/2479/2480/2481/2482/2483/2484/2485/2486/2487/2488/2489/2490/2491/2492/2493/2494/2495/2496/2497/2498/2499/2500/2501/2502/2503/2504/2505/2506/2507/2508/2509/2510/2511/2512/2513/2514/2515/2516/2517/2518/2519/2520/2521/2522/2523/2524/2525/2526/2527/2528/2529/2530/2531/2532/2533/2534/2535/2536/2537/2538/2539/2540/2541/2542/2543/2544/2545/2546/2547/2548/2549/2550/2551/2552/2553/2554/2555/2556/2557/2558/2559/2560/2561/2562/2563/2564/2565/2566/2567/2568/2569/2570/2571/2572/2573/2574/2575/2576/2577/2578/2579/2580/2581/2582/2583/2584/2585/2586/2587/2588/2589/2590/2591/2592/2593/2594/2595/2596/2597/2598/2599/2600/2601/2602/2603/2604/2605/2606/2607/2608/2609/2610/2611/2612/2613/2614/2615/2616/2617/2618/2619/2620/2621/2622/2623/2624/2625/2626/2627/2628/2629/2630/2631/2632/2633/2634/2635/2636/2637/2638/2639/2640/2641/2642/2643/2644/2645/2646/2647/2648/2649/2650/2651/2652/2653/2654/2655/2656/2657/2658/2659/2660/2661/2662/2663/2664/2665/2666/2667/2668/2669/2670/2671/2672/2673/2674/2675/2676/2677/2678/2679/2680/2681/2682/2683/2684/2685/2686/2687/2688/2689/2690/2691/2692/2693/2694/2695/2696/2697/2698/2699/2700/2701/2702/2703/2704/2705/2706/2707/2708/2709/2710/2711/2712/2713/2714/2715/2716/2717/2718/2719/2720/2721/2722/2723/2724/2725/2726/2727/2728/2729/2730/2731/2732/2733/2734/2735/2736/2737/2738/2739/2740/2741/2742/2743/2744/2745/2746/2747/2748/2749/2750/2751/2752/2753/2754/2755/2756/2757/2758/2759/2760/2761/2762/2763/2764/2765/2766/2767/2768/2769/2770/2771/2772/2773/2774/2775/2776/2777/2778/2779/2780/2781/2782/2783/2784/2785/2786/2787/2788/2789/2790/2791/2792/2793/2794/2795/2796/2797/2798/2799/2800/2801/2802/2803/2804/2805/2806/2807/2808/2809/2810/2811/2812/2813/2814/2815/2816/2817/2818/2819/2820/2821/2822/2823/2824/2825/2826/2827/2828/2829/2830/2831/2832/2833/2834/2835/2836/2837/2838/2839/2840/2841/2842/2843/2844/2845/2846/2847/2848/2849/2850/2851/2852/2853/2854/2855/2856/2857/2858/2859/2860/2861/2862/2863/2864/2865/2866/2867/2868/2869/2870/2871/2872/2873/2874/2875/2876/2877/2878/2879/2880/2881/2882/2883/2884/2885/2886/2887/2888/2889/2890/2891/2892/2893/2894/2895/2896/2897/2898/2899/2900/2901/2902/2903/2904/2905/2906/2907/2908/2909/2910/2911/2912/2913/2914/2915/2916/2917/2918/2919/2920/2921/2922/2923/2924/2925/2926/2927/2928/2929/2930/2931/2932/2933/2934/2935/2936/2937/2938/2939/2940/2941/2942/2943/2944/2945/2946/2947/2948/2949/2950/2951/2952/2953/2954/2955/2956/2957/2958/2959/2960/2961/2962/2963/2964/2965/2966/2967/2968/2969/2970/2971/2972/2973/2974/2975/2976/2977/2978/2979/2980/2981/2982/2983/2984/2985/2986/2987/2988/2989/2990/2991/2992/2993/2994/2995/2996/2997/2998/2999/3000/3001/3002/3003/3004/3005/3006/3007/3008/3009/3010/3011/3012/3013/3014/3015/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 C:\Users\stephen\Documents\Projects\2016\RFQ 2016\RFQ 2016 - Plans.dwg



PROP. 4" THICK CONCRETE (REMOVE & REPLACE)		PROPOSED RECONSTRUCTED SHOULDER	
PROP. 4" THICK CONCRETE (NEW CONSTRUCTION)		PROP. LIMITS OF MILL AND RESURFACE 1"	
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2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LP No. 7055

ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	REVISIONS DESCRIPTION	BY

CAD: NE2_RD_PLANS.DWG	DRAWN: SCC	DESIGNED: SCC	CHECKED: BNO	QC: JWR
JOB NO. 1004.11	TOTAL SHEETS 23	DATE 7/20/2016	SCALE 1" = 5'	

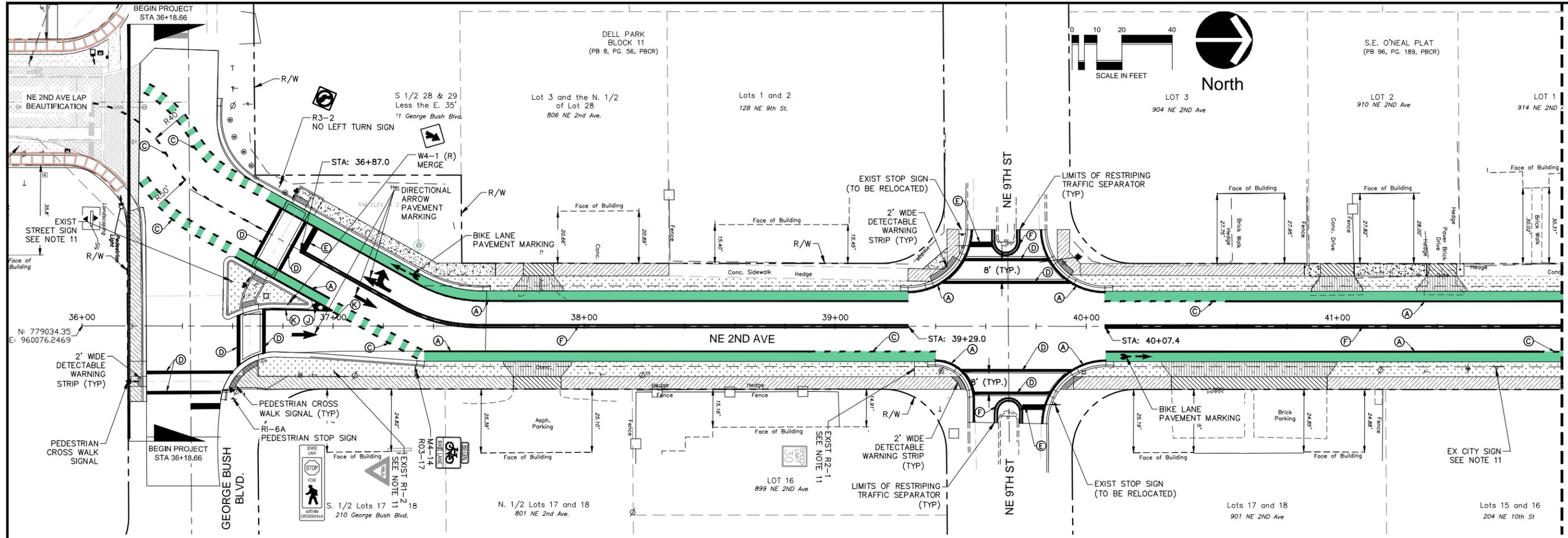
ENGINEER OF RECORD  
BRETT OULFORD, P.E.  
PE# 61795

PROJECT: NE 2ND AVENUE / SEACREST PHASE 1  
TASK: INTERSECTION DETAILS NE 11TH STREET

SHEET: C-10







MATCHLINE STA 41+90 SEE C-14

**LEGEND**

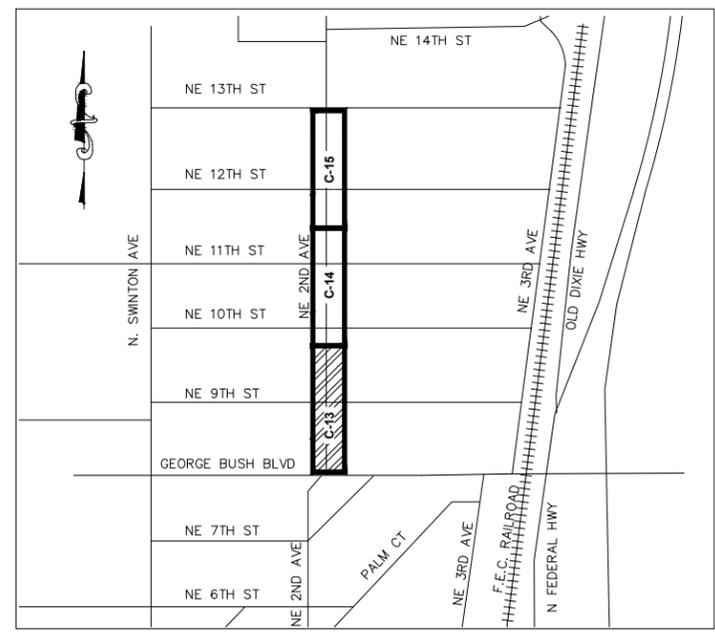
- STREET/STOP SIGN
- EXIST. BACKFLOW PREVENTER
- EXIST. BOLLARD
- EXIST. CLEANOUT
- EXIST. FIRE HYDRANT
- EXIST. FLOOD LIGHT
- EXIST. GATE VALVE
- EXIST. SANITARY MANHOLE
- EXIST. METER WATER/ELECTRIC
- EXIST. POWER POLE
- PROP. 4" THICK CONCRETE (REMOVE & REPLACE)
- PROP. 4" THICK CONCRETE (NEW CONSTRUCTION)
- PROP. 6" THICK CONCRETE (SIDEWALK)
- PROP. 6" THICK CONCRETE (DRIVEWAY)
- PROP. GREEN BIKE LANE SURFACE
- PROP. SWALE REGRADING

**PAVEMENT MARKING**

- (A) 6" WHITE SOLID
- (C) 6" WHITE 2'-4" DOTTED
- (D) 12" WHITE
- (E) 24" WHITE
- (F) 6" DOUBLE YELLOW WITH RPMS
- (G) 6" SKIP WHITE 6'-10'
- (H) 6" DOUBLE YELLOW
- (J) 18" SOLID WHITE
- (K) 8" SOLID WHITE
- (L) FLEXIBLE DELINEATOR POST WHITE
- (M) RPM BI-DIRECTIONAL WHITE/RED

**NOTE:**  
SEE DETAIL RT3.2 FOR TRAFFIC CONTROL STOP CONDITIONS AT INTERSECTIONS

- NOTES:**
1. ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION.
  2. ALL CROSSWALK SIGNS AND ADVANCED PAVEMENT MESSAGES TO BE DESIGNED AND INSTALLED PER FDOT STANDARD (INDEX NO. 17346).
  3. REFERENCE THE 2016 FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
  4. ALL DETECTABLE BRICK PAVERS SHALL BE COLOR "BRICK RED".
  5. CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST VALVE RINGS AND COVERS TO MATCH PROPOSED GRADE.
  6. REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES, CHAPTER 3, TABLE 3-12
  7. CONTRACTOR RESPONSIBLE TO REPLACE ALL TRAFFIC LOOPS.
  8. ANY STEEL INCORPORATED INTO THIS PROJECT SHALL CONFORM TO BUY AMERICA PROVISION 23 CFR 635.410.
  9. ALL WORK MUST BE PERFORMED COMPLETELY WITHIN THE CITY'S RIGHT-OF-WAY.
  10. THE DESIGN SPEED FOR THIS ROAD IS 30 MPH.
  11. ALL EXISTING SIGNS LOCATED WITHIN PROJECT R/W SHALL BE REMOVED, STORED, AND REINSTALLED OUTSIDE OF THE CLEAR ZONE



**KEY MAP**  
SCALE : NONE



CAD: NE2_SM_PLANS.DWG		DRAWN	SCC
JOB NO. 1004.11		DESIGNED	SCC
TOTAL SHEETS 23		CHECKED	BNO
DATE 7/18/2016		QC	JWR
SCALE 1" = 20'			
ENGINEER OF RECORD BRETT OULFORD, P.E. PE# 61795			
PROJECT: NE 2ND AVENUE / SEACREST PHASE 1		TASK: SIGNING AND PAVEMENT MARKING PLAN	
SHEET: C-13			

2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LP No. 7055

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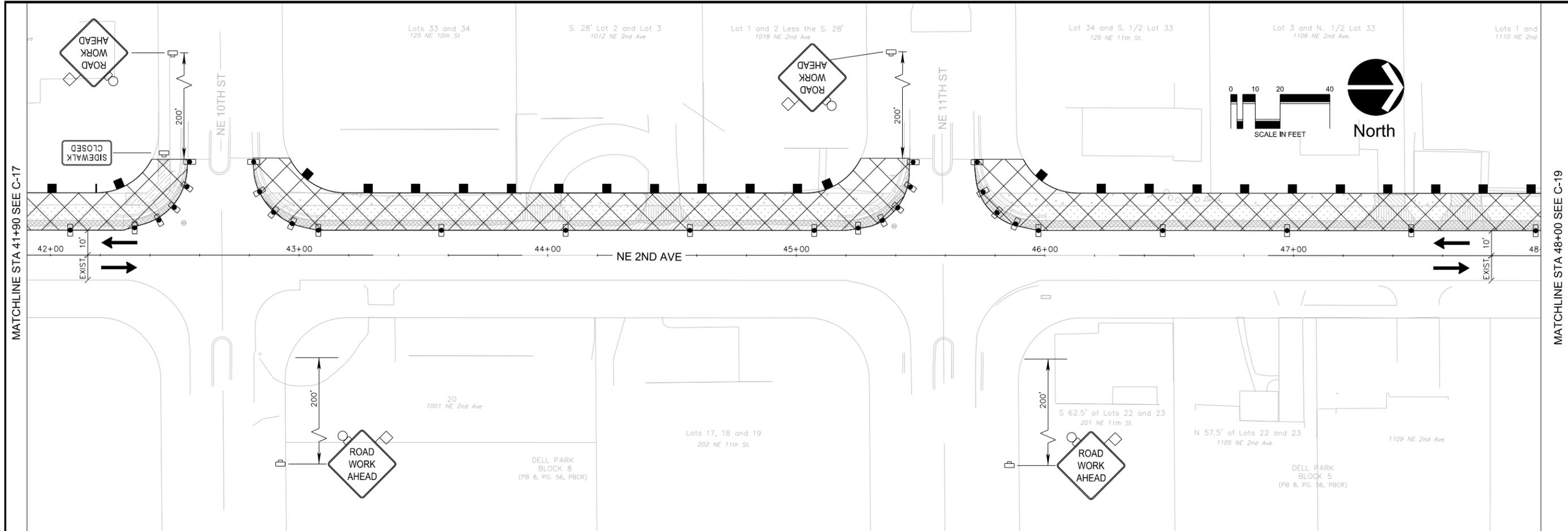
Stephen Cherry: C:\working\vgp\stephen\cherry\2016\ne2\sm\plns\ne2\_sm\_plns.dwg 7/20/2016 3:35:50 PM Sheet: 7/18/2016 1:13:17 PM











2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2320  
Fax No. 561.687.1110  
Cert. No. 6091 • LB No. 7055

**WGI**  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	REVISIONS DESCRIPTION	BY

CAD NOT PLANS.DWG	DRAWN	CAH
JOB NO. 1004.11	DESIGNED	CAH
TOTAL SHEETS 28	CHECKED	BNO
DATE 8/12/2015	QC	KAL
SCALE 1" = 20'		

ENGINEER OF RECORD  
BRETT OLDFORD, P.E.  
PE# 61795

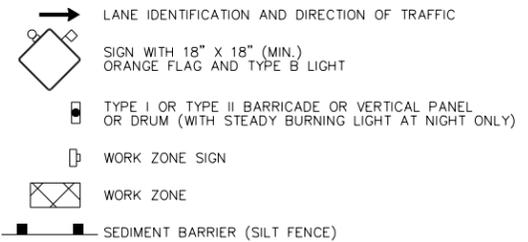
PROJECT: NE 2ND AVE SEACREST BEAUTIFICATION PHASE II  
TASK: TRAFFIC CONTROL PLAN PHASE I

SHEET: C-18

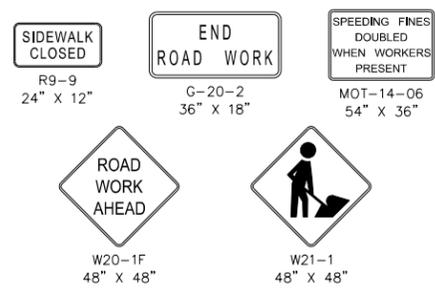
NOTES:

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4. REFERENCE AND CONFORM TO THE 2016 FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
5. SPACING OF CHANNELIZING DEVICES SHOWN IN TRAFFIC CONTROL PLAN SHALL CONFORM TO STANDARD INDEX 600 UNLESS OTHERWISE NOTED.
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**LEGEND**

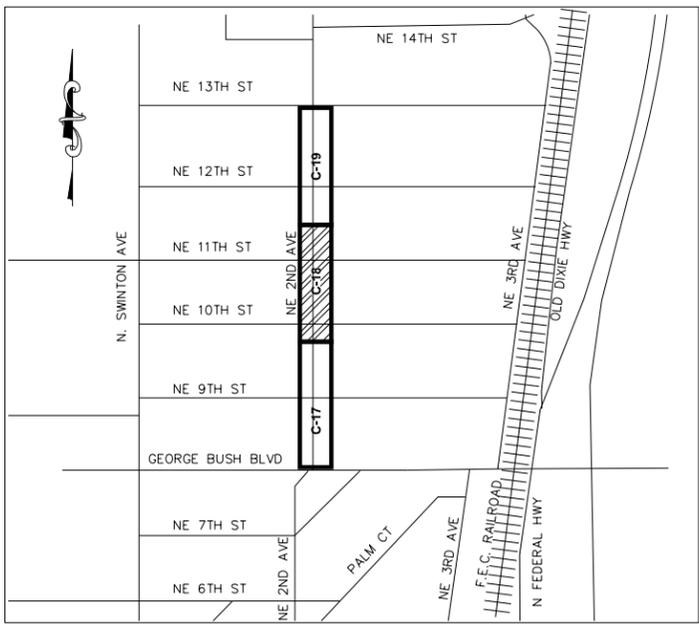


**SIGN PANELS**



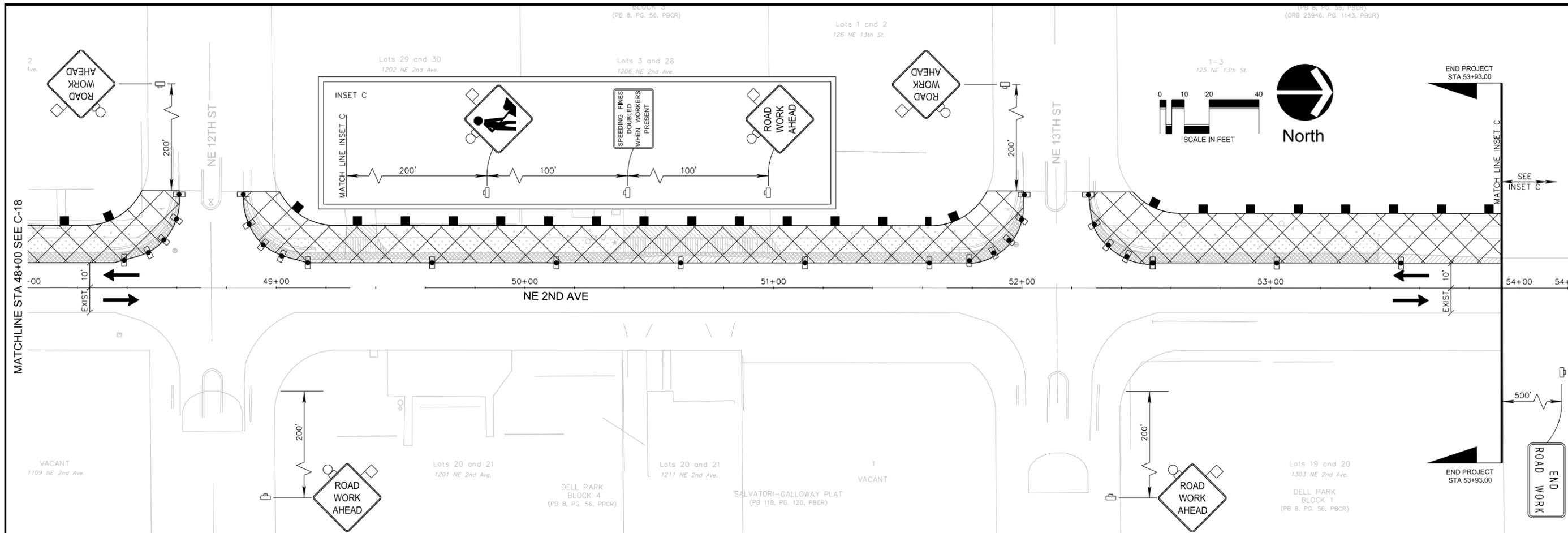
**TRAFFIC CONTROL PLAN PHASE NOTES:**

- PHASE I:**
- WORK ON THE WEST SIDE OF NE 2ND AVENUE WHILE THE EAST SIDE REMAINS ACCESSIBLE TO PEDESTRIANS.
1. MAINTAIN TRAFFIC IN EXISTING CONFIGURATION.
  2. INSTALL TRAFFIC CONTROL SIGNS AND DEVICES PER STANDARD INDEX 600, 603 AND 660 AS APPLICABLE.
  3. BEGIN CLEARING AND GRUBBING WITHIN THE LIMITS OF THE WORK ZONE.
  4. CONSTRUCT ALL PROPOSED IMPROVEMENTS WITHIN THE WORK ZONE AS SHOWN IN THE PLANS.
- PHASE II:**
- WORK ON THE EAST SIDE OF NE 2ND AVENUE WHILE PEDESTRIANS UTILIZE THE NEWLY CONSTRUCTED WEST SIDE.
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  2. INSTALL TRAFFIC CONTROL SIGNS AND DEVICES PER STANDARD INDEX 600, 603 AND 660 AS APPLICABLE.
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  3. REFER TO INTERSECTION DETAILS FOR CONSTRUCTION OF PAVER BRICK CROSSWALKS WITHIN NE 2ND AVE. AND GEORGE BUSH BLVD. INTERSECTION. PARTIAL INTERSECTION CLOSURES TO OCCUR AT NIGHT, STEEL PLATING TO BE USED TO KEEP TRAVEL LANES OPEN DURING THE DAY.



**KEY MAP**

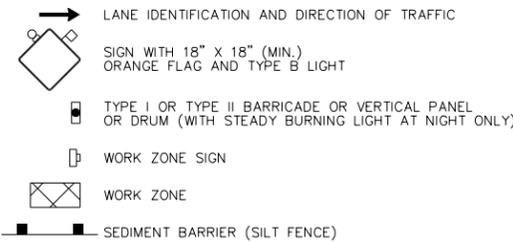
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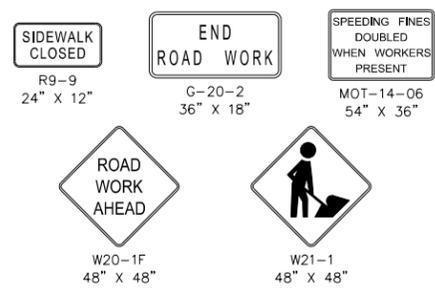
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**LEGEND**

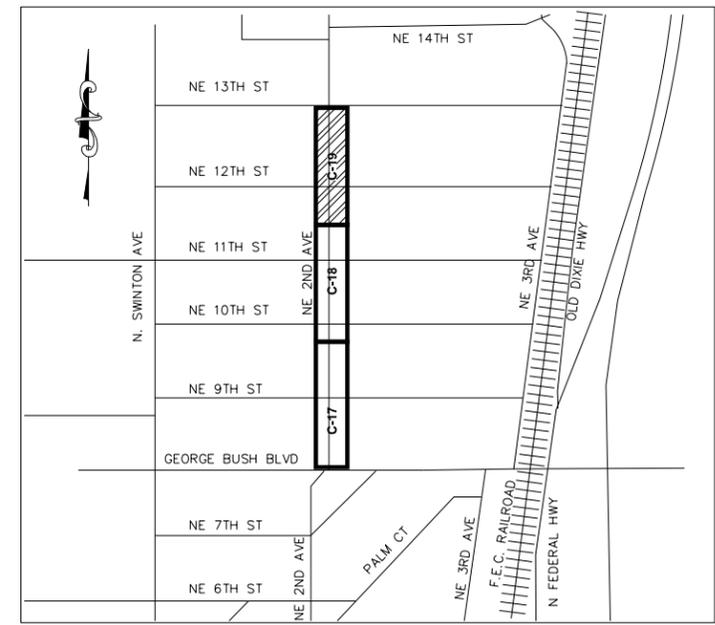


**SIGN PANELS**



**TRAFFIC CONTROL PLAN PHASE NOTES:**

- PHASE I:**
- WORK ON THE WEST SIDE OF NE 2ND AVENUE WHILE THE EAST SIDE REMAINS ACCESSIBLE TO PEDESTRIANS.
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**KEY MAP**  
SCALE : NONE

20305 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert. No. 6091 • LB No. 7055

**WGI**  
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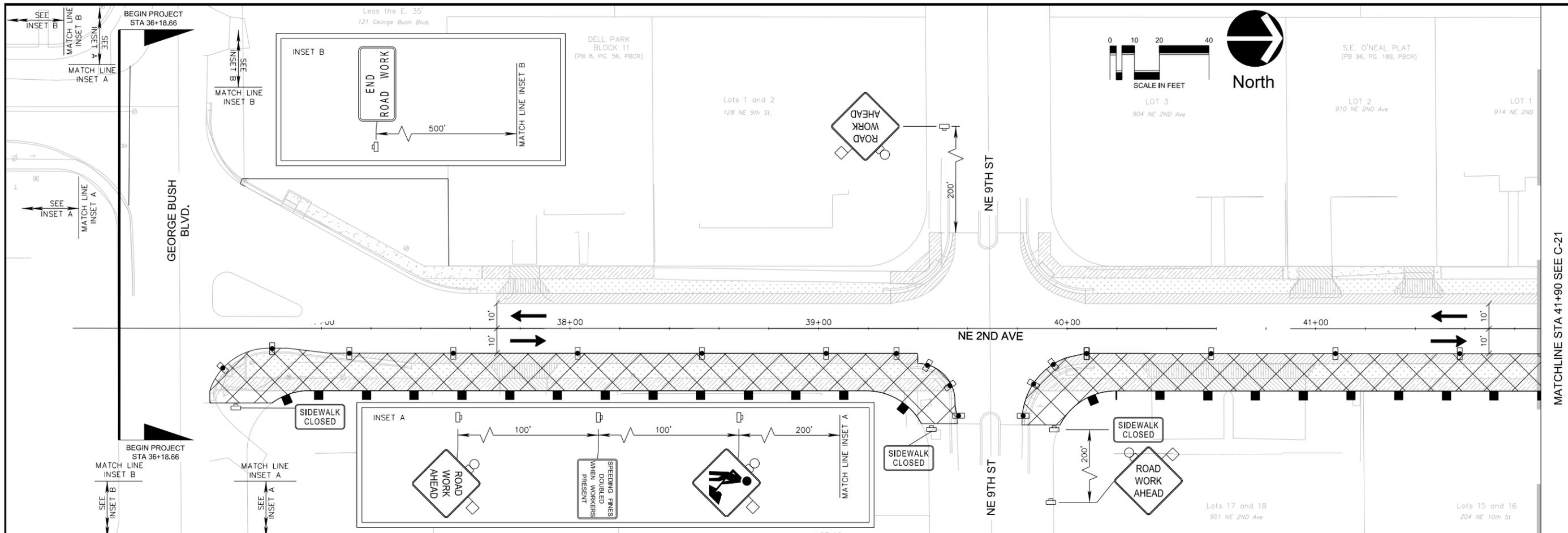
REVISIONS		NO.	DATE	DESCRIPTION	BY

CAD NOT PLANS.DWG	JOB NO.	TOTAL SHEETS	DATE	SCALE
1004.11	28	8/12/2015	1" = 20'	

ENGINEER OF RECORD	PROJECT	TASK
BRETT OLDFORD, P.E. PE# 61795	NE 2ND AVE SEACREST BEAUTIFICATION PHASE II	TRAFFIC CONTROL PLAN PHASE I

**SHEET:**  
**C-19**

Steven Cherry, C:\pwworking\wgi\users\36258\wgi\2015\11-18-27 PM\Drawings\RFQ 2016-139 - R1.dwg - 8/12/2015 12:41:03 PM



MATCHLINE STA 41+90 SEE C-21

REVISIONS		NO.	DATE	DESCRIPTION	BY

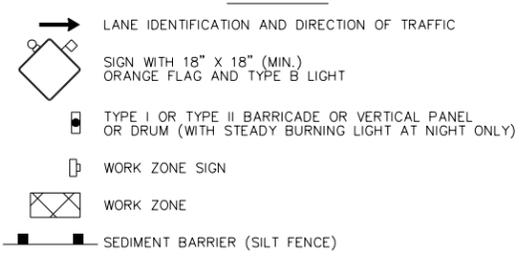
CAD NOT PLANS.DWG	ENGINEER OF RECORD	PROJECT
JOB NO. 1004.11	BRETT OLDFORD, P.E.	NE 2ND AVE SEACREST BEAUTIFICATION PHASE II
TOTAL SHEETS 28	PE# 61795	TASK: TRAFFIC CONTROL PLAN PHASE II
DATE 08/26/15		
CHECKED BNO		
SCALE 1" = 20'		
QC		
CAH		
DESIGNED CAH		
DRAWN CAH		
BY		

2035 Vista Parkway West Palm Beach, FL 33411 Phone No. 561.687.2220 Fax No. 561.687.1110 Cert No. 6091 • LB No. 7055
<b>WGI</b> ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

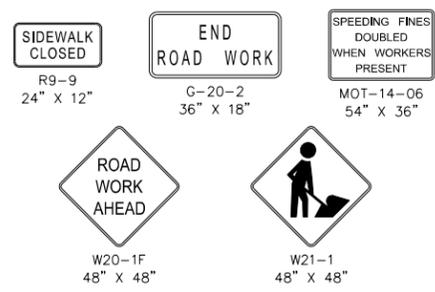
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**LEGEND**

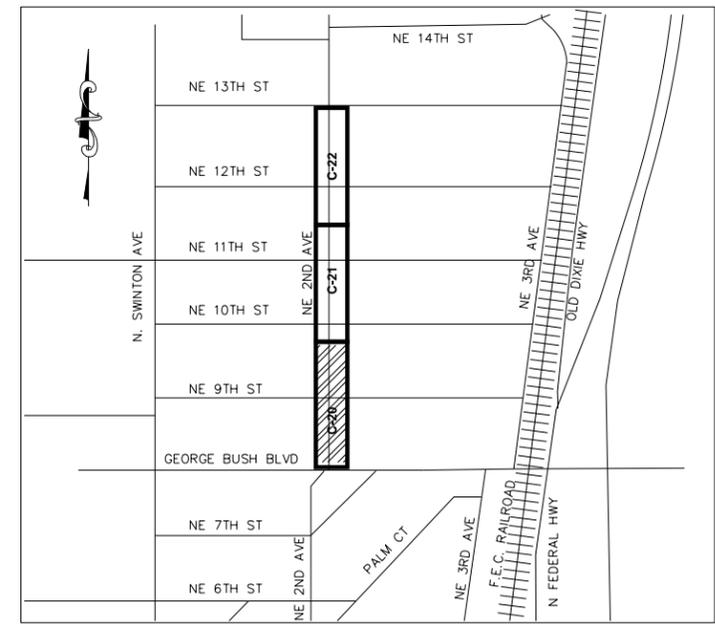


**SIGN PANELS**



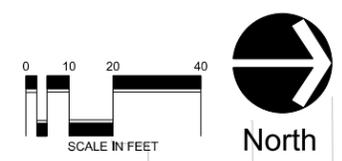
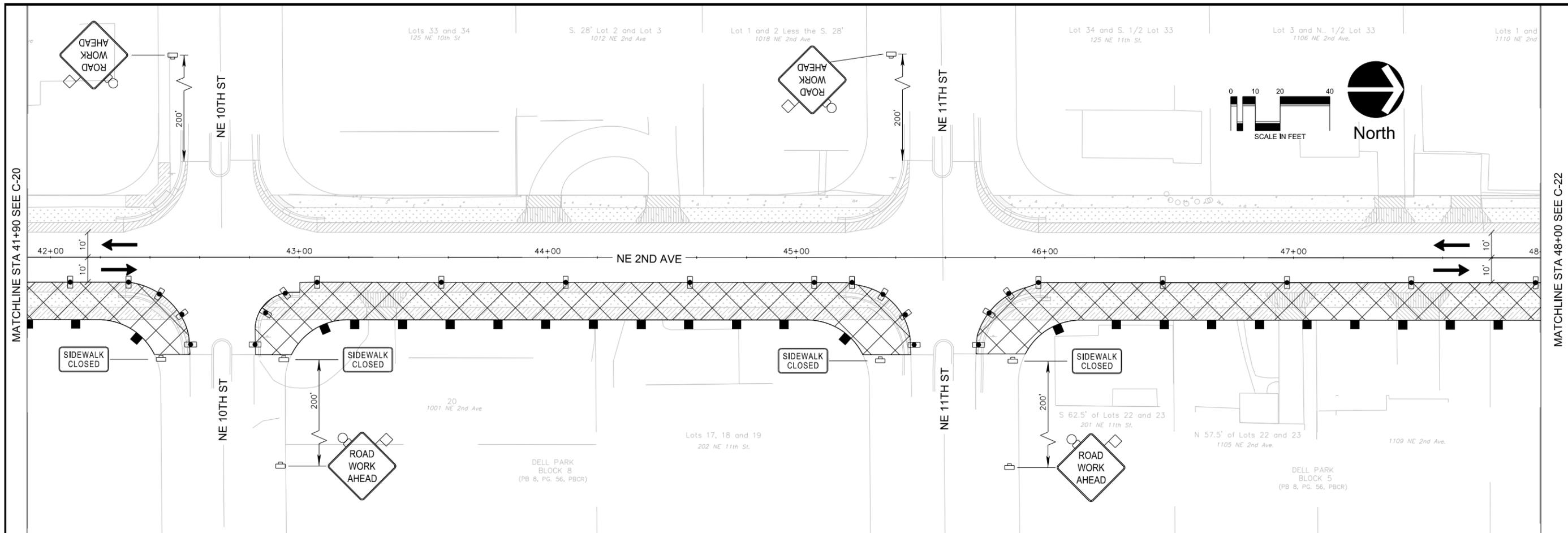
**TRAFFIC CONTROL PLAN PHASE NOTES:**

- PHASE I:**
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**KEY MAP**  
SCALE : NONE

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MATCHLINE STA 41+90 SEE C-20

MATCHLINE STA 48+00 SEE C-22

2035 Vista Parkway  
West Palm Beach, FL 33411  
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# WGI

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NO.	DATE	REVISIONS DESCRIPTION	BY

CAD NOT PLANS.DWG	JOB NO.	DRAWN	CAH	DESIGNED	CAH	CHECKED	BNO	QC	KAL
	1004.11								

ENGINEER OF RECORD	SCALE
BRETT OLDFORD, P.E. PE# 61795	1" = 20'

PROJECT:

NE 2ND AVE SEACREST  
BEAUTIFICATION PHASE II

TASK:

TRAFFIC CONTROL PLAN  
PHASE II

SHEET:

C-21

- NOTES:**
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### LEGEND

→ LANE IDENTIFICATION AND DIRECTION OF TRAFFIC

◊ SIGN WITH 18" X 18" (MIN.) ORANGE FLAG AND TYPE B LIGHT

■ TYPE I OR TYPE II BARRICADE OR VERTICAL PANEL OR DRUM (WITH STEADY BURNING LIGHT AT NIGHT ONLY)

□ WORK ZONE SIGN

▨ WORK ZONE

— SEDIMENT BARRIER (SILT FENCE)

### SIGN PANELS

SIDEWALK CLOSED

R9-9  
24" X 12"

END ROAD WORK

G-20-2  
36" X 18"

SPEEDING FINES DOUBLED WHEN WORKERS PRESENT

MOT-14-06  
54" X 36"

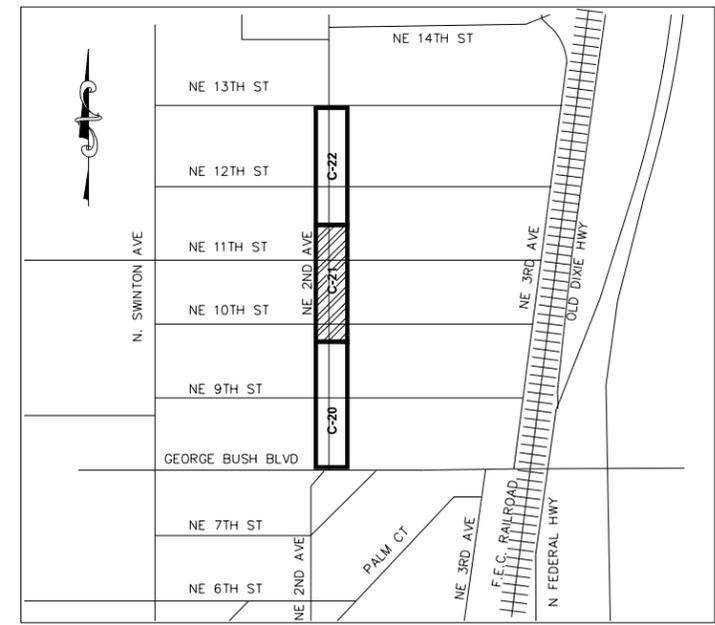
ROAD WORK AHEAD

W20-1F  
48" X 48"

ROAD WORK AHEAD

W21-1  
48" X 48"

- TRAFFIC CONTROL PLAN PHASE NOTES:**
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- PHASE III:**
- MILLING & RESURFACING AND INTERSECTION WORK UPON COMPLETION OF PERIPHERAL CONSTRUCTION.
1. INSTALL TRAFFIC CONTROL SIGNS AND DEVICES PER STANDARD INDEX 600, 603 AND 660 AS APPLICABLE.
  2. UTILIZE CLOSURES/DETOURS TO MILL & RESURFACE, COMPLETE WORK WITHIN INTERSECTIONS, CONSTRUCT PAVER BRICK CROSSWALKS AND PLACE PERMANENT PAVEMENT MARKINGS AS SHOWN IN THE PLANS. REFER TO STANDARD INDEX 603 FOR MOT INVOLVING WORK WITHIN THE TRAVEL WAY.
  3. REFER TO INTERSECTION DETAILS FOR CONSTRUCTION OF PAVER BRICK CROSSWALKS WITHIN NE 2ND AVE. AND GEORGE BUSH BLVD. INTERSECTION. PARTIAL INTERSECTION CLOSURES TO OCCUR AT NIGHT, STEEL PLATING TO BE USED TO KEEP TRAVEL LANES OPEN DURING THE DAY.

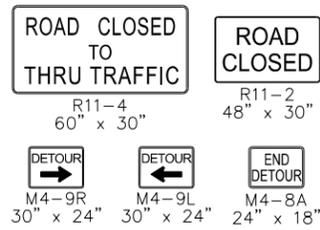


**KEY MAP**  
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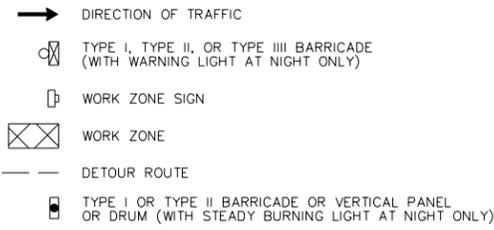
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**SIGN PANELS**

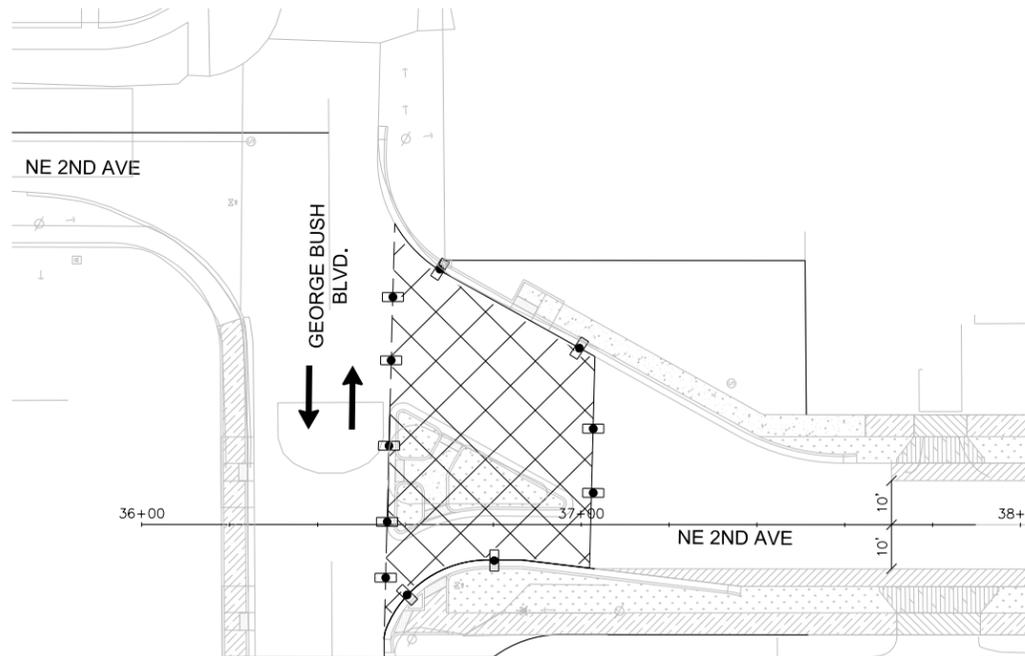


**LEGEND**



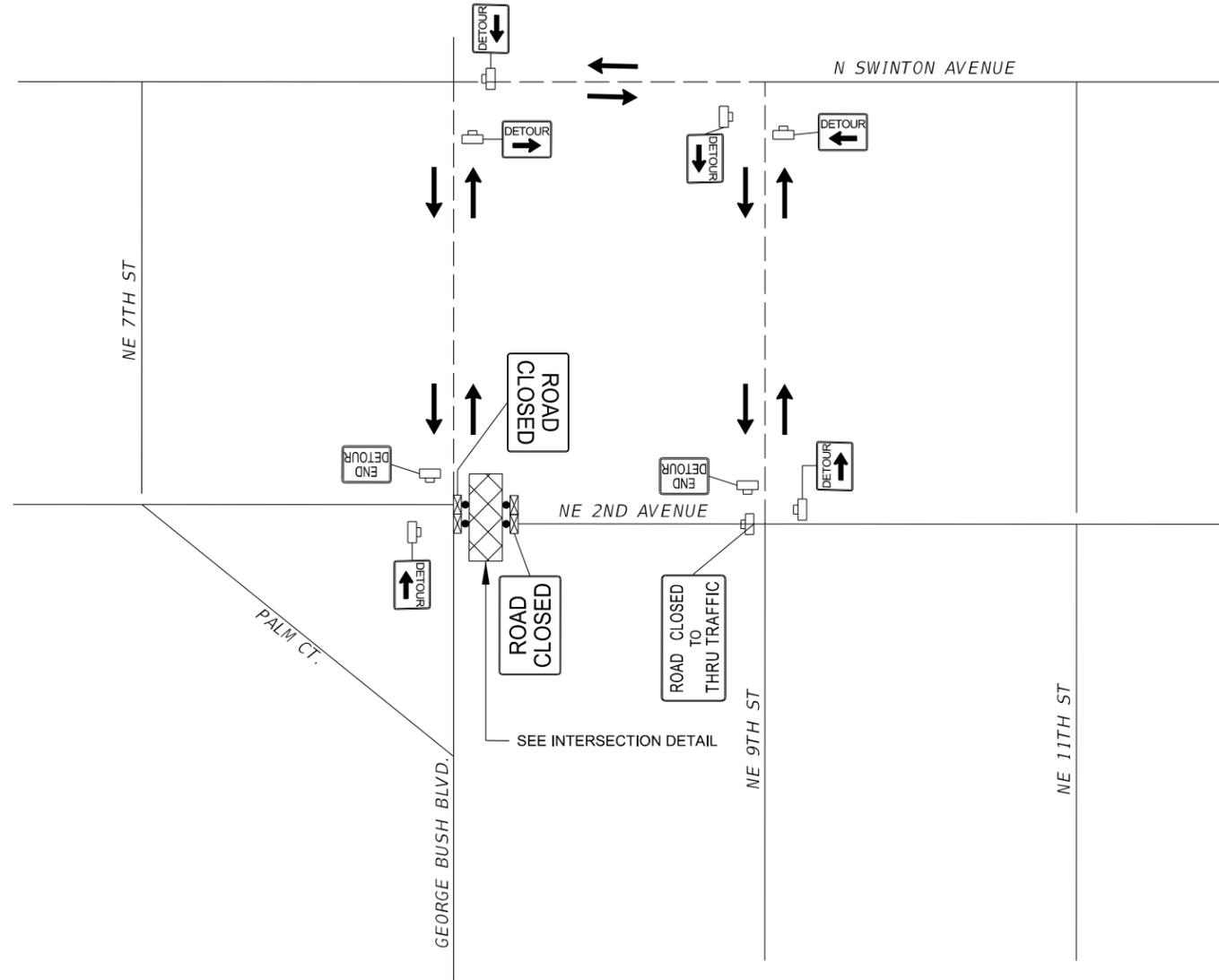
**NOTES:**

1. ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION.
2. ALL CROSSWALK SIGNS AND ADVANCED PAVEMENT MESSAGES TO BE DESIGNED AND INSTALLED PER FDOT STANDARD (INDEX NO. 17346).
3. SEE LANDSCAPE PLANS FOR REMOVAL/RELOCATION OF TREES, SHRUBS, AND ALL OTHER LANDSCAPING CONFLICTS.
4. REFERENCE AND CONFORM TO THE 2016 FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
5. SPACING OF CHANNELIZING DEVICES SHOWN IN TRAFFIC CONTROL PLAN SHALL CONFORM TO STANDARD INDEX 600 UNLESS OTHERWISE NOTED.
6. ALL DETECTABLE BRICK PAVERS SHALL BE COLOR "BRICK RED".
7. CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST VALVE RINGS AND COVERS TO MATCH PROPOSED GRADE.
8. REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES, CHAPTER 3, TABLE 3-12
9. CONTRACTOR RESPONSIBLE TO REPLACE AND ITS TRAFFIC LOOPS.
10. UTILIZE ROAD CLOSURES TO MINOR SIDESTREETS TO PROVIDE PROPER CONSTRUCTION OF PAVER BRICK CROSSWALKS INCLUDING CURE TIME. INSTALL TEMPORARY STEEL PLATING TO CROSSWALKS WITHIN NE 2ND AVE AND GEORGE BUSH BLVD. INTERSECTION TO PROVIDE FOR CURE TIME WHILE KEEPING THE TRAVEL LANES OPEN DURING THE DAY.



**INTERSECTION DETAIL**

TO BE UTILIZED WITH INTERSECTION DETOUR, NIGHT TIME CONDITION ONLY TO ALLOW FOR THE PROPER CONSTRUCTION OF PAVER BRICK CROSSWALKS WITHIN THE INTERSECTION. STEEL PLATING TO BE USED TO KEEP THE INTERSECTION OPEN DURING THE DAY.



**NIGHT TIME DETOUR**

UTILIZE NIGHT TIME DETOUR TO POUR 6" CONCRETE REQUIRED FOR BRICK PAVER CROSSWALKS WITHIN GEORGE BUSH BLVD./NE 2ND AVE. INTERSECTION. UTILIZE STEEL PLATING TO ALLOW THE TRAVEL LANES TO REMAIN OPEN DURING THE CURE TIME.

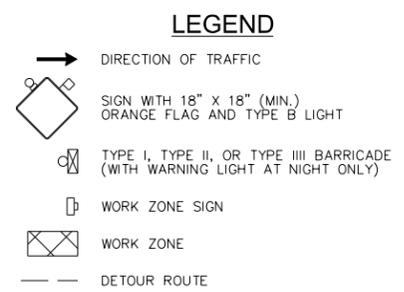
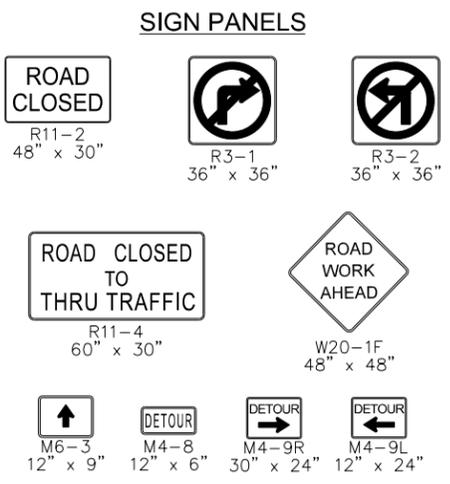
NO.	DATE	DESCRIPTION	BY

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JOB NO. 1004.11	DESIGNED	CAH
TOTAL SHEETS 28	CHECKED	BNO
DATE 8/12/2015	QC	KAL
SCALE 1" = 20'		

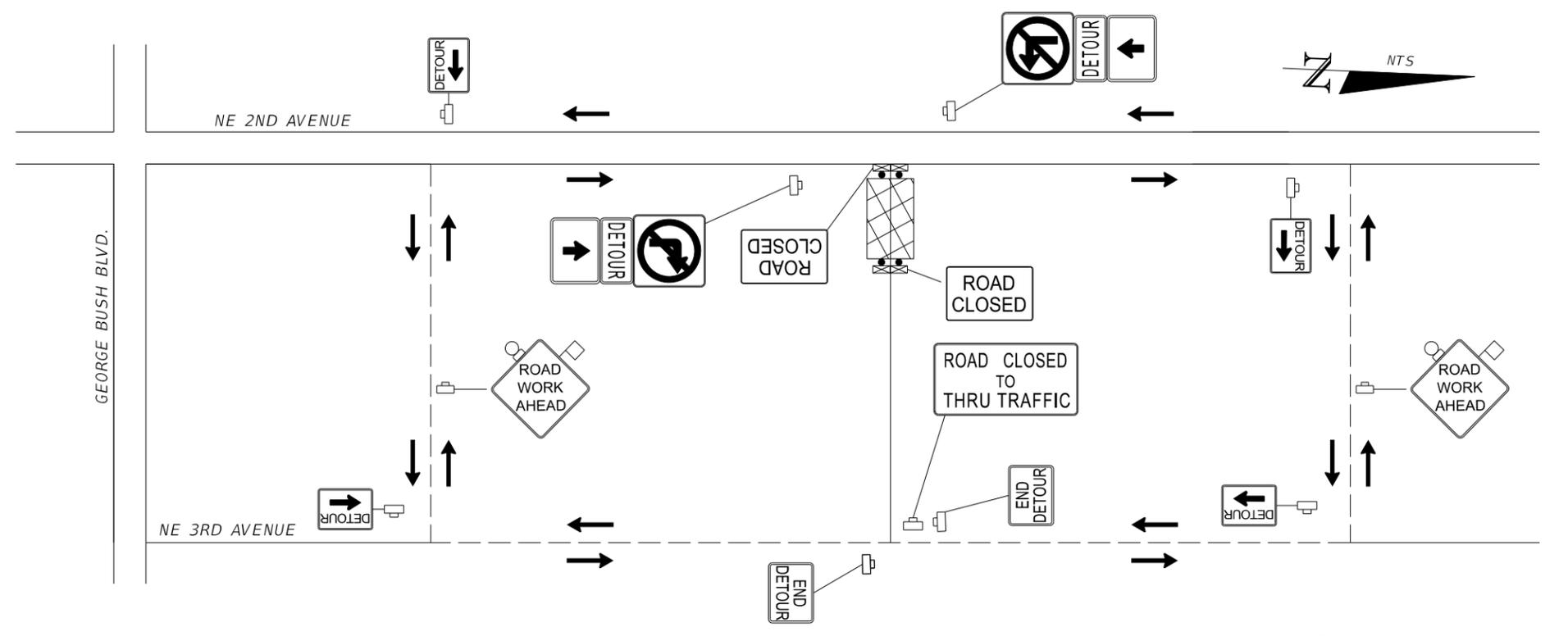
ENGINEER OF RECORD  
BRETT OLDFORD, P.E.  
PE# 61795

PROJECT:  
NE 2ND AVE SEACREST  
BEAUTIFICATION PHASE II  
TASK:  
TRAFFIC CONTROL PLAN  
INTERSECTION DETAIL

SHEET:  
C-23

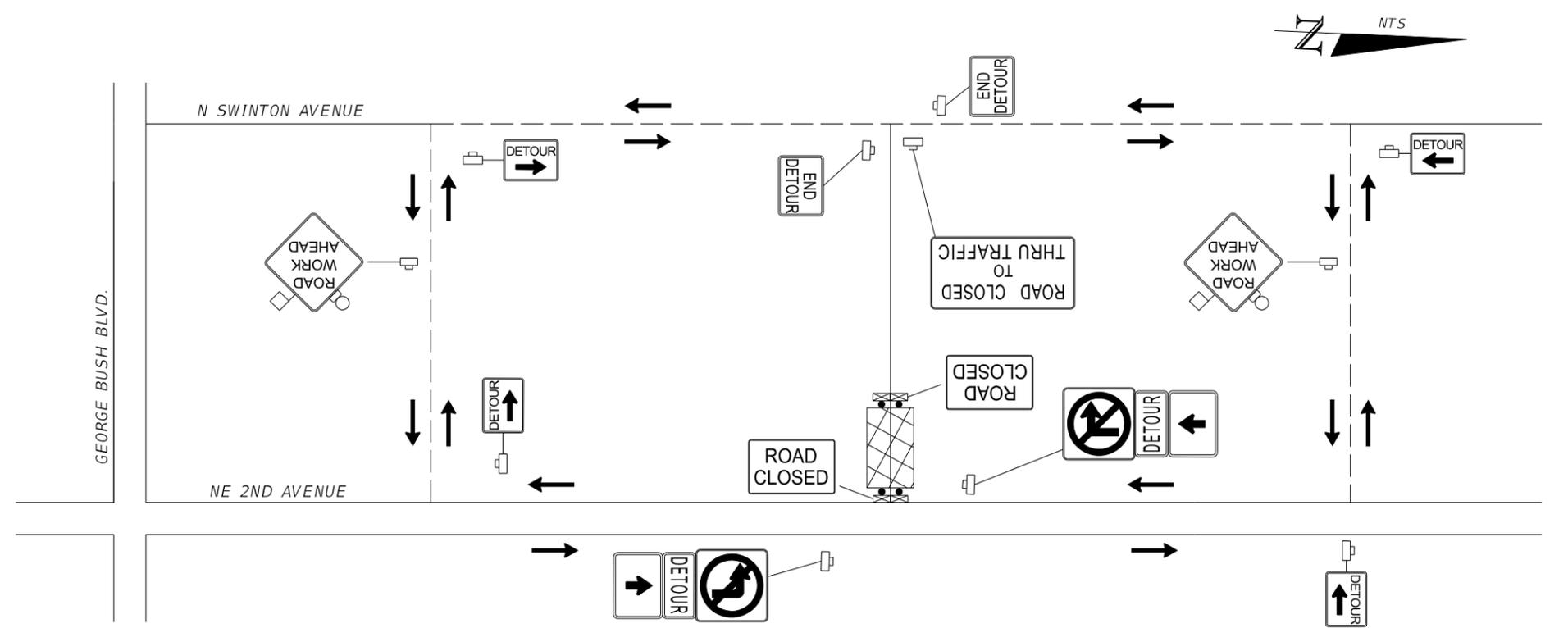


- NOTES:
1. ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION.
  2. ALL CROSSWALK SIGNS AND ADVANCED PAVEMENT MESSAGES TO BE DESIGNED AND INSTALLED PER FDOT STANDARD (INDEX NO. 17346).
  3. SEE LANDSCAPE PLANS FOR REMOVAL/RELOCATION OF TREES, SHRUBS, AND ALL OTHER LANDSCAPING CONFLICTS.
  4. REFERENCE AND CONFORM TO THE 2016 FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
  5. SPACING OF CHANNELIZING DEVICES SHOWN IN TRAFFIC CONTROL PLAN SHALL CONFORM TO STANDARD INDEX 600 UNLESS OTHERWISE NOTED.
  6. ALL DETECTABLE BRICK PAVERS SHALL BE COLOR "BRICK RED".
  7. CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST VALVE RINGS AND COVERS TO MATCH PROPOSED GRADE.
  8. REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES, CHAPTER 3, TABLE 3-12
  9. CONTRACTOR RESPONSIBLE TO REPLACE AND ITS TRAFFIC LOOPS.
  10. UTILIZE ROAD CLOSURES TO MINOR SIDESTREETS TO PROVIDE PROPER CONSTRUCTION OF PAVER BRICK CROSSWALKS INCLUDING CURE TIME. INSTALL TEMPORARY STEEL PLATING TO CROSSWALKS WITHIN NE 2ND AVE AND GEORGE BUSH BLVD. INTERSECTION TO PROVIDE FOR CURE TIME WHILE KEEPING THE TRAVEL LANES OPEN DURING THE DAY.



TYPICAL DETOUR FOR SIDESTREET CLOSURE ON THE EAST SIDE OF NE 2ND AVENUE

NOTE:  
SIDESTREETS ADJACENT TO CLOSED  
SIDESTREET TO REMAIN OPEN



TYPICAL DETOUR FOR SIDESTREET CLOSURE ON THE WEST SIDE OF NE 2ND AVENUE

NOTE:  
SIDESTREETS ADJACENT TO CLOSED  
SIDESTREET TO REMAIN OPEN

2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert. No. 6091 • LB No. 7055

ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	DESCRIPTION	BY

CAD NOT PLANS.DWG	JOB NO.	TOTAL SHEETS	DATE	SCALE	DRAWN	DESIGNED	CHECKED	QC	KAL
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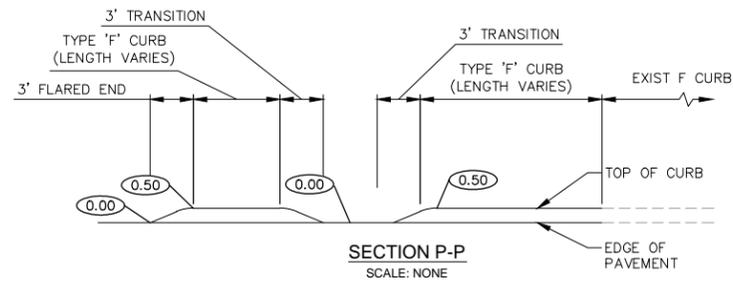
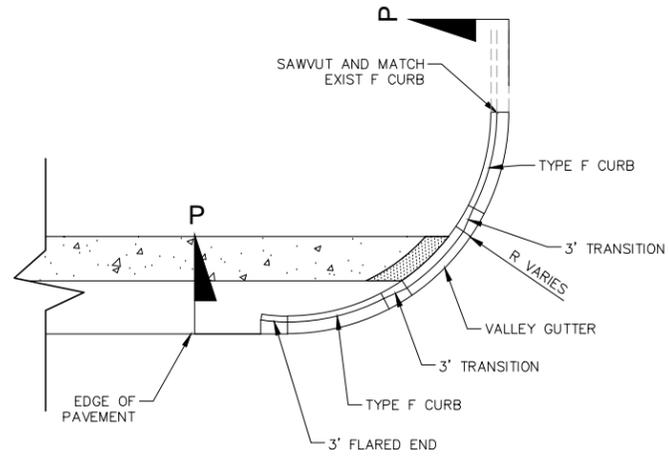
ENGINEER OF RECORD  
BRETT OLDFORD, P.E.  
PE# 61795

PROJECT:  
NE 2ND AVE SEACREST  
BEAUTIFICATION PHASE II

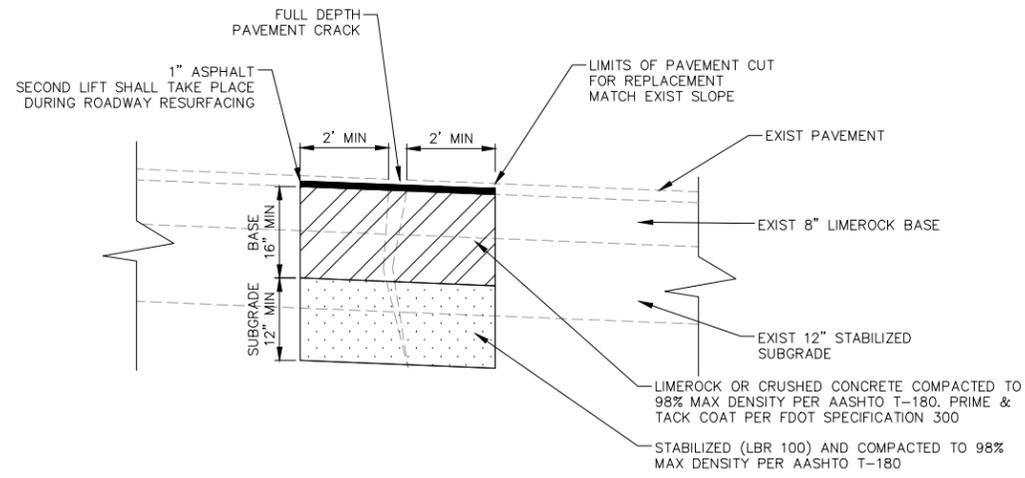
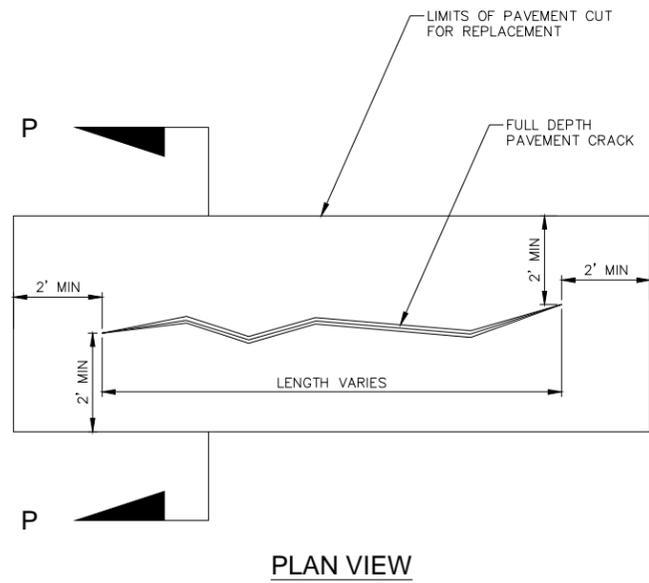
TASK:  
TRAFFIC CONTROL PLAN  
SIDESTREET CLOSURE DETAIL

SHEET:  
C-24

Stephen Cheny, C:\pwworking\wp\units\626261\ne\_2d\_plans.dwg ----- Plotter: 7/29/2015 11:52:27 AM Scale: 8/12/2015 12:41:03 PM



**TYPICAL INTERSECTION CURB PROFILE**  
SCALE: NONE



**FULL DEPTH PAVEMENT CRACK REPLACEMENT**  
SCALE: NONE

2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone No. 561.687.2220  
Fax No. 561.687.1110  
Cert No. 6091 - LP No. 7055

**IWGI**  
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	REVISIONS DESCRIPTION	BY

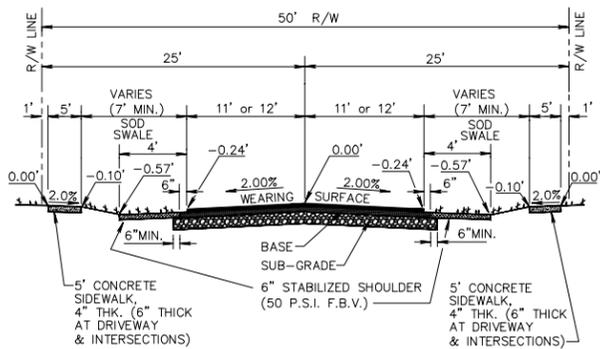
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TOTAL SHEETS	28					
DATE	7/20/2016					
SCALE	N/A					

ENGINEER OF RECORD  
BRETT OULDFORD, P.E.  
PE# 61795

PROJECT:  
NE 2ND AVENUE / SEACREST  
PHASE 1  
TASK:  
DETAIL AND SPECIFICATIONS

SHEET:  
C-25

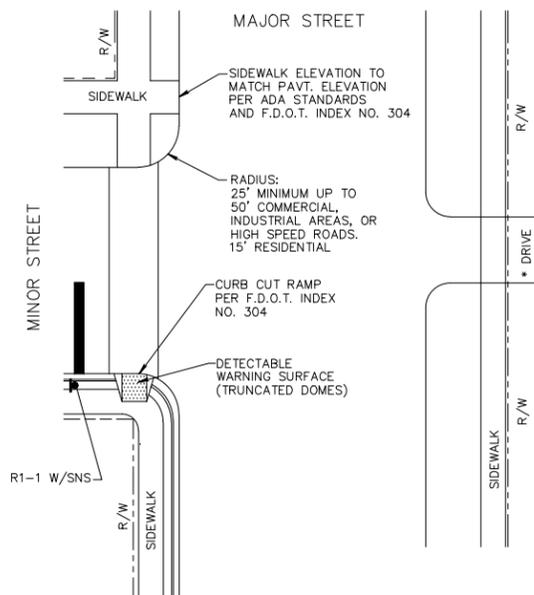
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PAVEMENT SPECIFICATIONS	
WEARING SURFACE	1 1/2" TYPE SP-9.5 (2 LIFTS) SEE NOTE 2
BASE	8" LIMEROCK OR 10" CRUSHED CONCRETE COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180. PRIME & TACK COAT PER FDOT SPECIFICATION 300.
SUBGRADE	12" STABILIZED (LBR 40) AND COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180.

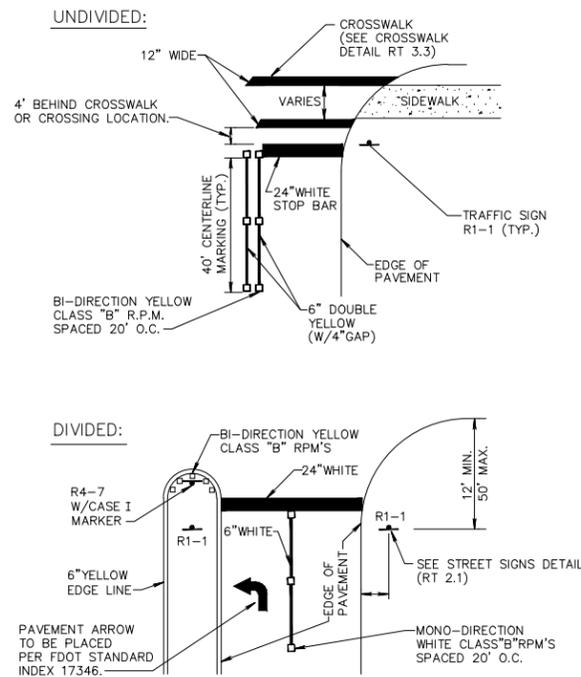
- NOTE:**
- VARIATION FROM MATERIAL SPECIFICATIONS WILL BE CONSIDERED ON A CASE BY CASE BASIS BY THE CITY ENGINEER.
  - 2ND LIFT SHALL NOT BE PAVED UNTIL CONSTRUCTION VEHICLES AND EQUIPMENT HAVE COMPLETED WORK.
  - STABILIZE SHOULDER TO LBR 40.

TYPICAL 50' R/W SECTION WITH SWALE  
 DETAIL RT 1.1b



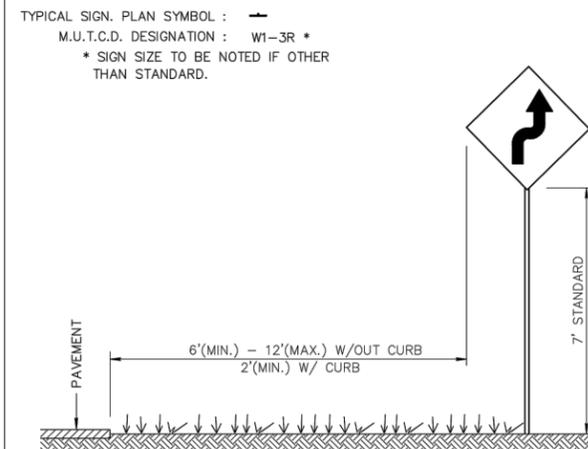
- \* DRIVEWAY DESIGN TO BE PER CITY LAND DEVELOPMENT REGULATIONS, FDOT STANDARD SPECIFICATIONS. ALL DESIGNS SUBJECT TO CITY ENGINEER APPROVAL.
- \* ALL WALKS CROSSING A VEHICULAR AREA SHALL HAVE A DETECTABLE WARNING SURFACE (TRUNCATED DOME) IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, CHAPTER II, FL. ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

FLORIDA INTERSECTION DETAIL RT 3.1



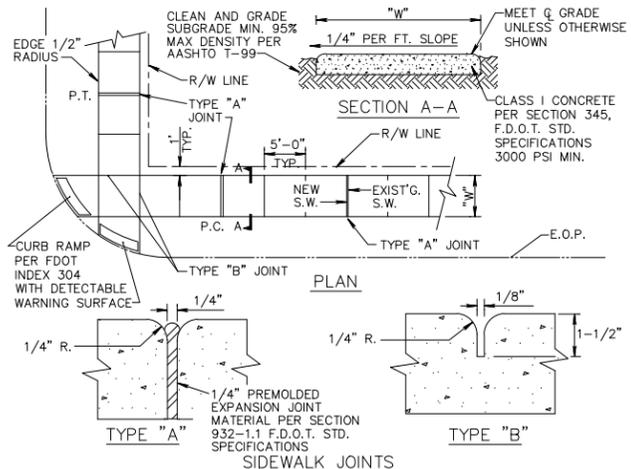
- NOTE: ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST ED.

INTERSECTION TRAFFIC CONTROL STOP CONDITION  
 DETAIL RT 3.2



- NOTES:**
- ALL SIGNS SHALL BE SPECIFIED USING THE M.U.T.C.D. DESIGNATION.
  - ALL SIGNS SHALL BE FACED WITH HIGH INTENSITY SHEETING MATERIAL OR BETTER.
  - SIGNS SHALL BE MANUFACTURED WITH 0.080" ALUMINUM BLANK.
  - POSTS SHALL BE GALVANIZED CHANNEL AT 2 LBS./L.F.
  - USE SHALL FOLLOW THE M.U.T.C.D. AND F.D.O.T. STANDARD DESIGN SPECIFICATIONS
  - ANY DEVIATION FROM THIS TYPICAL SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
  - REFLECTIVE POSTS MAY BE USED IF M.U.T.C.D. STANDARD IS FOLLOWED.

STREET SIGN DETAIL  
 DETAIL RT 2.1b

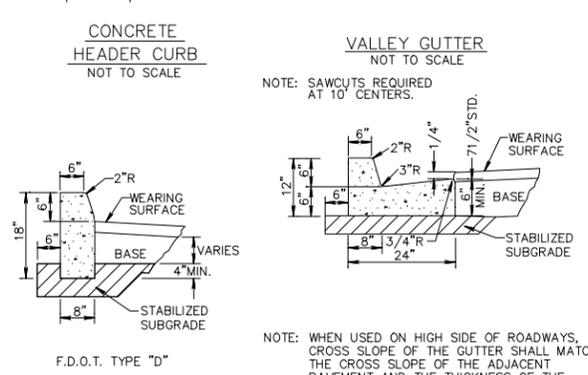
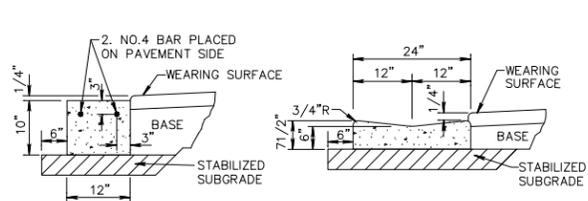


- NOTE:**
- ALL SIDEWALKS SHALL BE CONSTRUCTED THRU DRIVEWAYS.
  - ALL SIDEWALKS SHALL INCLUDE ADA COMPLIANT RAMPS @ INTERSECTIONS.
  - ALL SIDEWALKS SHALL INCLUDE CROSS SLOPE AND RUNNING SLOPE IN ACCORDANCE WITH ADA REQUIREMENTS.
  - CURB RAMP DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH OF THE RAMP AND 24" DEEP

TABLE OF SIDEWALK THICKNESS - "T"	
RESIDENTIAL AREAS	4"
WITHIN 10' OF CROSS-STREETS, AT DRIVEWAYS & OTHER AREAS	6" @E.O.P.

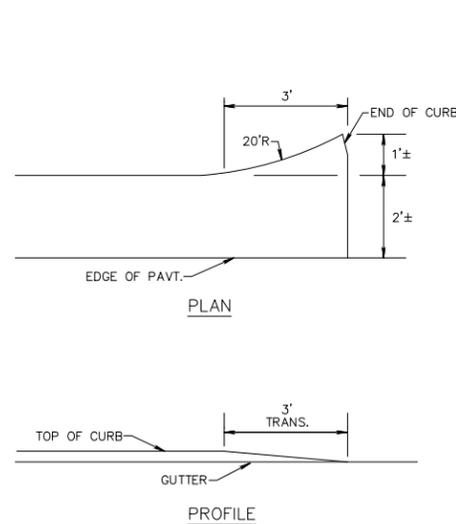
TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES JUNCTION OF EXISTING & NEW SIDEWALKS & EVERY 30'
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS SCORED DURING PLACEMENT OR SAWCUT WITHIN 24 HOURS OF PLACEMENT.
"A"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

SIDEWALK CONSTRUCTION RT 5.1

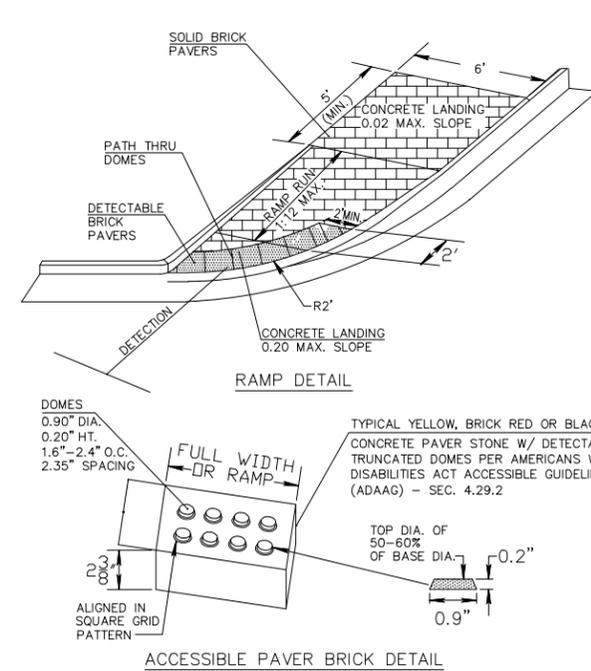


- NOTES:**
- ROADWAY SUBGRADE SHALL IN ALL CASES EXTEND BELOW CURBING.
  - SAWCUTS AT 10' CENTERS SHALL BE MADE WITHIN 24 HOURS OF CONCRETE PLACEMENT.

CURB AND GUTTER SECTIONS RT 6.1



FLARED END FOR CURB AND GUTTER DETAIL RT 6.2



1. IN ADDITION TO CURB RAMPS TRUNCATED DOMES ARE REQUIRED AT ALL AREAS OF PERIL.

DETECTABLE WARNING RAMP  
 IN PAVER SIDEWALK TYPICAL DETAIL RT 10.3

2005 Vista Parkway  
 West Palm Beach, FL 33411  
 Phone No. 561.087.2520  
 Fax No. 561.087.1110  
 Cert No. 6091 - LP No. 7055

**WGI**  
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

NO.	DATE	REVISIONS	DESCRIPTION	BY

CAD/NEZ_CITY DET/DWG	ENGINEER OF RECORD	PROJECT	TASK
JOB NO. 1004.11	BRETT OULFORD, P.E. PE# 61786	NE 2ND AVENUE / SEACREST PHASE 1	DETAILS AND SPECIFICATIONS

DRAWN	SCC	DESIGNED	SCC	CHECKED	BNO	JWR
TOTAL SHEETS 23		DATE 7/27/15		SCALE N/A		

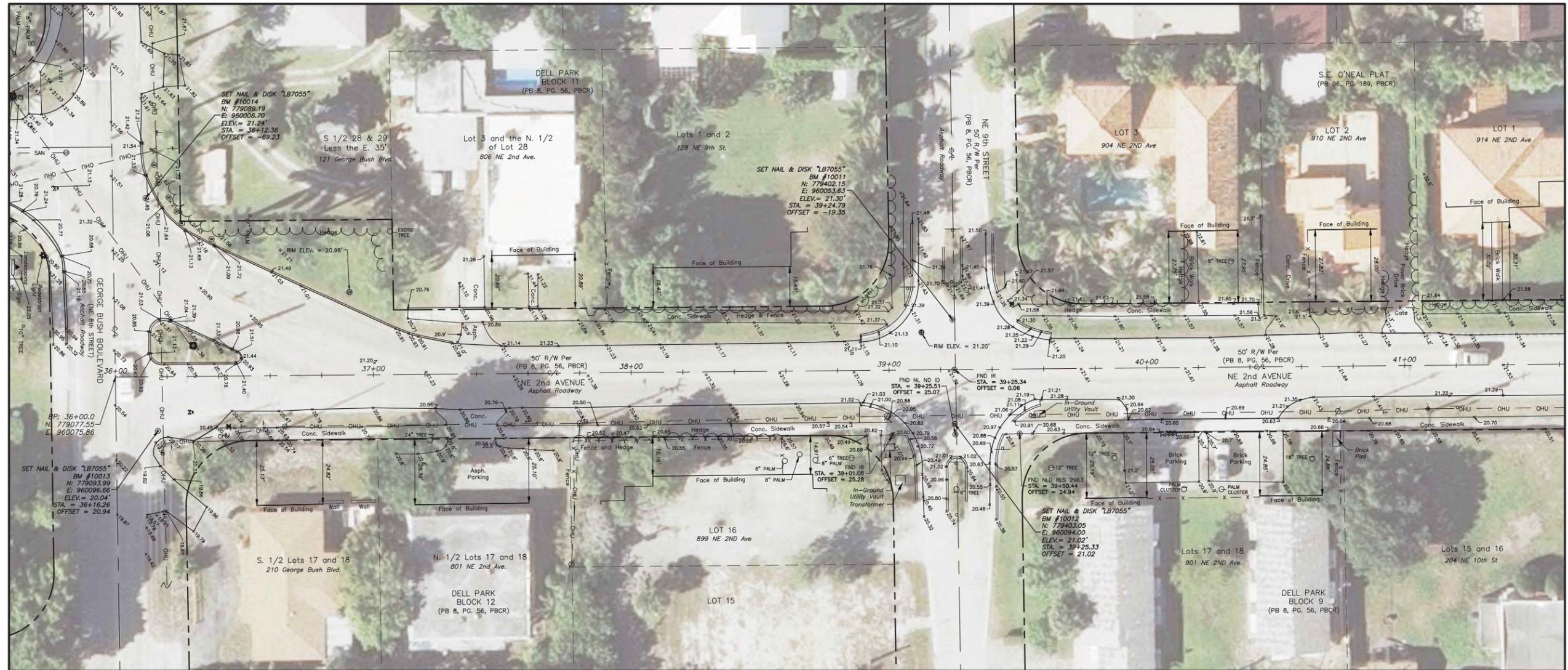
**SHEET:**  
**C-26**

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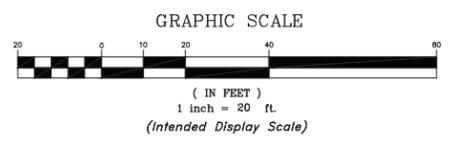




# SKETCH OF SURVEY



For Continuation See Sheet 3



**WGI**  
**Wantman Group, Inc.**  
 Engineering ♦ Planning ♦ Surveying ♦ Environmental  
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411  
 (561) 999-2220 phone (561) 687-1110 fax  
 CELESTIAL SURVEYING PORT ST. LUCE, FL 34955  
 www.wantmangroup.com

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FLD	DS
OFF	PBT
CKD	DJZ
JOB	1004.11
DATE	7/21/2015
DWG	100411MG01
SHEET	2 OF 4
DATE:	
REVISIONS:	
BY:	

ELEVATIONS SHOWN HEREON  
 ARE ON NATIONAL VERTICAL DATUM 1929.  
**RFQ 2016-139**

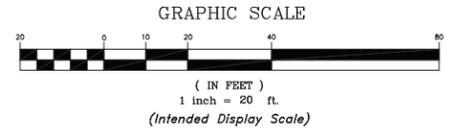
**TOPOGRAPHIC SURVEY**  
**SECTION 9, TOWNSHIP 46 S, RANGE 43 E**  
**CITY OF RIVIERA BEACH, FLORIDA**

**EX-1**  
 Exhibit B, Plans

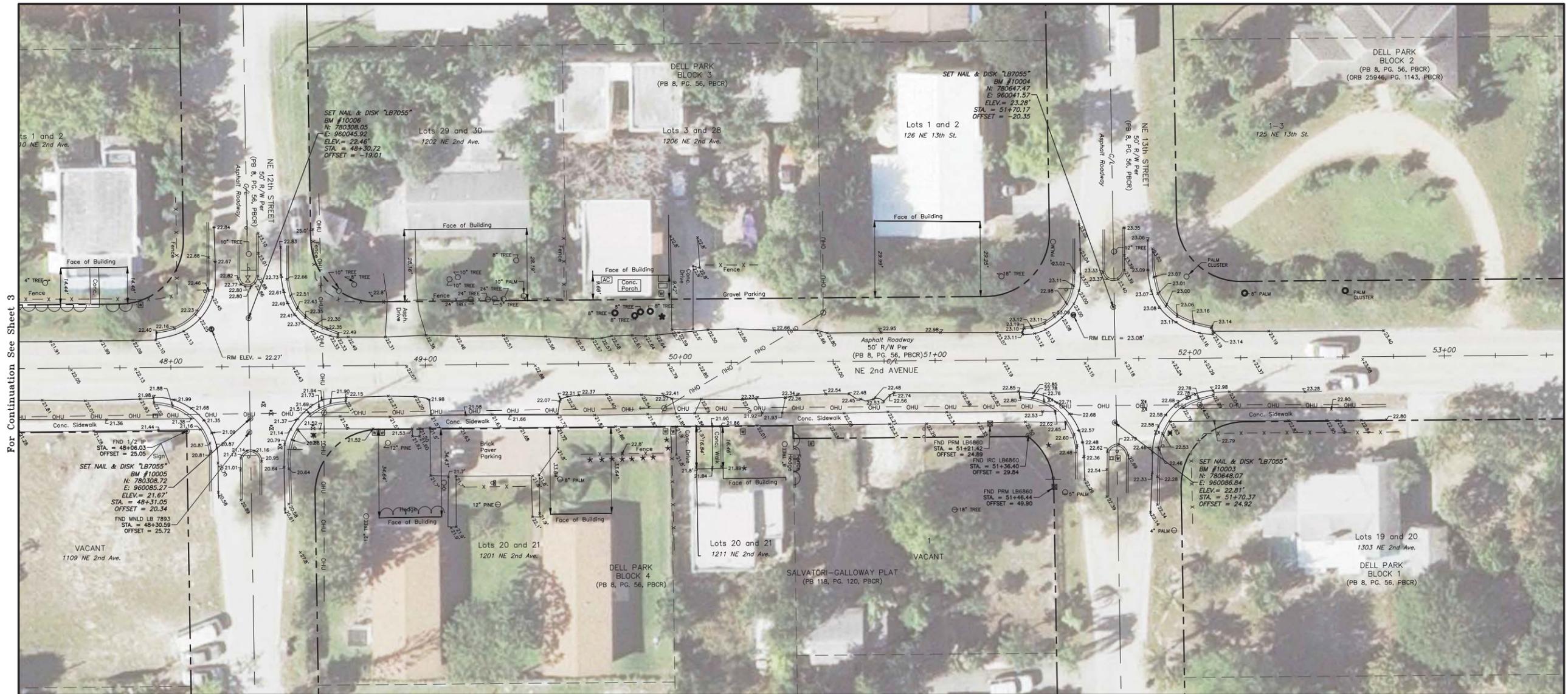
c:\pwworking\wgi\dms36832\100411MG01.dwg SH 2 Aug 26, 2015



# SKETCH OF SURVEY



**WGI**  
**Wantman Group, Inc.**  
 Engineering ♦ Planning ♦ Surveying ♦ Environmental  
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411  
 (561) 999-2220 phone (561) 687-1110 fax  
 CELESTIAL SURVEYING CERTIFICATE NO. 14855  
 ORLANDO ♦ PORT ST. LUCE ♦ TAMPA  
 www.wantmangroup.com



For Continuation See Sheet 3

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OFF	PBT	SHEET	4 OF 4
CKD	DJZ	DATE	
		REVISIONS:	
		BY:	

ELEVATIONS SHOWN HEREON  
 ARE ON NATIONAL VERTICAL DATUM 1929.  
 RFQ 2016-139

EX-3  
 Exhibit B, Plans

TOPOGRAPHIC SURVEY  
 SECTION 9, TOWNSHIP 46 S, RANGE 43 E  
 AS PREPARED FOR  
 CITY OF RIVIERA BEACH, FLORIDA

c:\pwworking\wgi\dms36832\100411MG01.dwg SH 4 Aug 26, 2015;

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157  
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

---

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number  
Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

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**Part II - General Qualifications**

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (Function Codes)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

**List of Experience Categories (Profile Codes)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Airborne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

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List of Experience Categories (Profile Codes)

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Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (Profile Codes)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON- TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

<b>a.</b>	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
<b>b.</b>	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
<b>c.</b>	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
<b>d.</b>	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
<b>e.</b>	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>23. PROJECT OWNER'S INFORMATION</b>		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



## APPENDIX D

### FDOT Required Consultant Forms:

- Form#375-030-30 Truth in Negotiation Certification
- Form#375-030-50 Conflict of Interest Certification
- Form#375-030-32 Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- Form#375-030-33 Certification for Disclosure of Lobbying Actives on Federal-Aid Contracts
- Form#375-030-34 Disclosure of Lobbying Activities
- Form#375-040-68 E-verify
- Form#375-040-84 Local Agency Program Federal- Aid Terms for Professional Services Contracts

[Remainder of page intentionally left blank]

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

375-030-30  
PROCUREMENT  
05/14

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

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

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

\_\_\_\_\_  
Name of Consultant

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

\_\_\_\_\_  
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST / CONFIDENTIALITY CERTIFICATION FORM**

375-030-50  
PROCUREMENT  
09/16

**Choose which version of the Certification you need:**

TECHNICAL REVIEW COMMITTEE / TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS/EMPLOYEES

TECHNICAL REVIEW/AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT/CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

**Technical Review Committee Members:**

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**  
**SELECTION COMMITTEE**

375-030-50  
 PROCUREMENT  
 OGC - 09/16

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

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

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

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

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

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

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

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

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

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

**Selection Committee Members:**

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

Printed Names

Signatures

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

\_\_\_\_\_  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**  
**PUBLIC OFFICERS/EMPLOYEES**

375-030-50  
 PROCUREMENT  
 OGC - 09/16

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

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

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

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

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

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

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

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

[Click here for additional page for typing Names, Project Description and Financial Project Numbers](#)

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

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

Printed Names	Signatures	Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**  
**TECHNICAL REVIEW/ AWARDS COMMITTEE**  
**LOW BID PROJECTS**

375-030-50  
PROCUREMENT  
OGC - 09/16

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

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

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

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

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

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

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

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

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

Contract Number(s): \_\_\_\_\_

[Click here for additional page for typing Names, Project Description and Financial Project Numbers](#)

**Technical Review/Awards Committee Members:**

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

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







**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

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

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

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

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

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

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

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

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

Click here for additional page for typing Names, Project Description and Financial Project Numbers

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

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



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

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

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

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

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

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

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

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

**E-VERIFY**

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

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

375-030-34  
 PROCUREMENT  
 02/16

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

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

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

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

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

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