REQUEST FOR QUALIFICATIONS

BUS APRONS – LOWER FLORIDA KEYS

PROJECT No. TS-1102
FTA FEDERAL FUNDS PROJECT ID# FL-04-0132
CITY OF KEY WEST RFQ # 14-001

CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

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PREPARED BY:
CITY OF KEY WEST
ENGUINEERING SERVICES

CITY OF KEY WEST
KEY WEST, FLORIDA

REQUEST FOR QUALIFICATIONS

for

BUS APRONS – LOWER FLORIDA KEYS

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CITY OF KEY WEST
ENGINEERING SERVICES
KEY WEST, FLORIDA

DECEMBER 2013

ADVERTISEMENT

REQUEST FOR QUALIFICATIONS

HIGHWAY DESIGN, SURVEYING AND MAPPING, SOIL AND MATERIAL TESTING, CONSTRUCTION ENGINEERING & INSPECTION SERVICES

BUS APRONS – LOWER FLORIDA KEYS

REQUEST FOR QUALIFICATION NOTICE is hereby given to prospective Proposers that sealed proposals will be received by the City of Key West, by the office of the CITY CLERK, 3126 FLAGLER AVENUE, KEY WEST, FLORIDA 33040 until 3:00 p.m., on January 29, 2014, for Bus Aprons – Lower Florida Keys "Request for Qualifications for Highway Design, Surveying and Mapping, Soil and Material Testing, Construction Engineering & Inspection Services – Bus Aprons-Lower Florida Keys." Request for Qualifications Proposals will be opened in the Office of the City Clerk, then and there, publicly read aloud. Any Proposal received after the time announced will not be considered.

SPECIFICATIONS & BID DOCUMENTS may be obtained from DemandStar by Onvia at at www.demandstar.com/supplier or call 800-711-1712, or as a download from the City of Key West website at www.keywestcity.com, accessing the "City of Key West Available Bids" link. **Please submit one (1) original and one (1) copy of the Proposal, and two (2) CD-ROMS or USB Flash Drives each with a pdf of the entire Proposal** enclosed in a sealed envelope, clearly marked on the outside **"Request for Qualifications for Survey, Design, and Permitting Services, Bus Aprons-Lower Florida Keys,"** addressed and delivered to the City Clerk at the address noted above.

The City of Key West hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

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At the time of the award, the successful Proposer must show satisfactory documentation of such State licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the Request for Qualification documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject Proposals: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its bid, (3) if the Proposer does not strictly conform to the law or is non-responsive to Proposal requirements, (4) if the Proposal is conditional, (5) if a change of circumstances occurs making the purpose of the Proposal unnecessary to the City; or, (6) if such rejection is in the best interest of the City of Key West.

The City of Key West may also waive any minor informalities or irregularities in any Proposal.

The City of Key West hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

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REQUEST FOR QUALIFICATIONS
HIGHWAY DESIGN, SURVEYING AND MAPPING, SOIL AND MATERIAL TESTING, CONSTRUCTION ENGINEERING & INSPECTION SERVICES
BUS APRONS – LOWER FLORIDA KEYS

The City of Key West requires the services of a qualified firm to provide boundary and topographic survey, roadway design, and civil and environmental federal, state and local agency permitting services for roadway transportation enhancements to construct bus pull-off and merge lanes along U.S. Highway 1, Overseas Highway, from Marathon to Key West. Services may include, but are not limited to, professional surveying services, civil engineering services for road and highway design and specification, studies and or engineers letters of opinion, permit application services at the federal, state and local agency level, and bid development services.

The project includes making preliminary evaluation of potential locations for bus aprons, conducting roadway surveys for each bus apron location, design of the bus pull-off and merge lanes, permit coordination with regulatory agencies, mitigation package development, and development of bid package, consisting of bidding requirements, contract agreement, FDOT requirement forms, conditions of the contract, plan drawings and specifications for construction of each individual bus apron.

This project will provide roadway and topographical surveys for each bus apron, roadway design plans, specifications, and contract documents for construction of approximately 44 bus apron pull-off and merge lanes along U.S. Highway 1, Overseas Highway, from Marathon to Key West.

Survey, final design plans, specification, materials and quantity schedule, invitation to bidders documents, and permitting for the bus apron project shall be completed by December 31, 2014.

The City of Key West requires the services of a FDOT pre-qualified professional services firm to provide services for professional surveying and mapping, road and highway plan design and specification, permit application services at the federal, state and local agency level, and bid development services.

Acceptance of the most favorable proposal, evaluated from a technical standpoint, may be made without discussion with the Proposer of the initial proposals received. No minimum amount of service or compensation will be assured to the retained firm. The selected Consultant/Design Professional will be required to abide by all applicable federal, state and local laws, ordinances, rules and regulations.

Any proposal received after the response deadline shall not be considered. Upon selection of the most qualified firm and approval by the City Commission, the City of Key West will negotiate a contract with the selected firm. If a contract is not executed with the selected firm within 30 days of Notice of Award, the City reserves the right to award the contract to the next most qualified firm. A Proposer may not withdraw their proposal before the expiration of 90 days from the date of proposal opening. A Proposer may withdraw their proposal after that date, only by written notification, prior to the approval of selection by the City Commission, provided to the City Clerk. The City of Key West reserves the right to reject any or all of the proposals submitted.

For questions concerning any aspect of this RFQ, please contact:

Ms. Elizabeth Ignoffo, E.I.
Permits Engineer
3140 Flagler Avenue
Key West, Florida
(305) 809-3966
eignaffo@keywestcity.com

1. SCOPE OF SERVICES

Scope of services may include, but not be limited to, the following tasks:
Provide comprehensive full-scale engineering, design, boundary and topographical surveying, permit preparation, contract specifications, prepare bid and construction documents, assist city staff with technical review and ranking of the same to attain qualified contractors for work, permit modification, construction improvements on a federally funded roadway transportation project.

2. REQUIRED SUBMITTALS

A. One (1) original and two (2) copies, and two (2) CD ROMs or flash drives each with one PDF file of the full Request for Qualifications Proposal, including the Debarment, Suspension and Ineligibility and Voluntary Exclusion Certification (Attachment C), Anti-Kickback Affidavit (Attachment D), Public Entity Crimes Certification (Attachment E), Disclosure of Lobbying Activities (Attachment F), Prohibited Interests Form and Notice (Attachment G), City of Key West Indemnification Form (Attachment H) signed by an authorized agent of the Proposers Firm, City of Key West Equal Benefits for Domestic Partners Affidavit (Attachment I), and City of Key West Cone of Silence Affidavit (Attachment J), completed and submitted in a sealed envelope and clearly marked **"Request for Qualifications for Highway Design, Surveying, Material Testing, CE&I Services, Bus Aprons-Lower Florida Keys."**

B. Request for Qualifications Proposals shall include the following information:

1. Statement of the Proposers understanding of the work to be performed.
2. Description of relevant previous experience and projects completed in the last five years.
3. Names, qualifications and experience of the Proposers key personnel and the Project Manager assigned to this project.
4. A list of at least 2 references from municipalities and counties for whom the Proposer or its staff has conducted design and consulting projects during the last five years and a list of FHWA projects completed during the last 5 years.
5. Statement of local availability and degree of accessibility to the City, including the location of the Proposers nearest office.
6. An affirmative statement acknowledging the Proposer accepts the provisions included in the Request for Qualifications; the Proposer would have no conflict of interest, as described in Section 14, with any party which might cause effect from providing services under this solicitation; and should any potential or existing conflict of interest arise during the course of the engagement such conflict shall be communicated to the City immediately. If a conflict of interest arises, the City may elect to terminate any contracts resulting from this solicitation.
7. Insurance
   CONSULTANT/DESIGN PROFESSIONAL is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONSULTANT/DESIGN PROFESSIONAL shall provide the minimum limits of liability insurance coverage as follows:

Automobile Liability:	$1,000,000	Combined Single Limit
General Liability:	$2,000,000	Aggregate (per project)
	$2,000,000	Products Aggregate
	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
	$ 300,000	Fire Damage/Legal
	$1,000,000	Per Claim/Aggregate
	$2,000,000	Occurrence/Aggregate

CONSULTANT/DESIGN PROFESSIONAL shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on all policies – excepting Professional Liability – on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT/DESIGN PROFESSIONAL will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONSULTANT/DESIGN PROFESSIONAL shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT/DESIGN PROFESSIONAL who is performing any labor, services, or material under the Contract. Further, CONSULTANT/DESIGN PROFESSIONAL shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

If the work is being done on or near a navigable waterway, CONSULTANT/DESIGN PROFESSIONAL's Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT/DESIGN PROFESSIONAL shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONSULTANT/DESIGN PROFESSIONAL's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONSULTANT/DESIGN PROFESSIONAL will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT/DESIGN PROFESSIONAL will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT/DESIGN PROFESSIONAL.

8. Indemnification

To the fullest extent permitted by law, CONSULTANT/DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT/DESIGN PROFESSIONAL's insurance or one million dollars ($1,000,000) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONSULTANT/DESIGN PROFESSIONAL under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT/DESIGN PROFESSIONAL or of any third party to whom CONSULTANT/DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

C. Request for Qualification Consultant/Design Professional shall provide the following documents and information:

1. Proof of Professional Engineering Certificate for the State of Florida.
2. List of any and all projects related Claims or Litigation for the last five years against the Proposer or Proposers subcontractors.
3. A list of current projects and a schedule indicating availability of the firm to staff properly the project for a quick turnaround required for this project.
4. MBE/DBE/WBE status.
5. Proof of FDOT qualified certification for highway design, surveying and mapping, soil exploration, material testing, and foundations, and construction engineering and inspection services.

3. WARRANTY

The Proposer selected will be required to guarantee and warrant to the City of Key West all work performed shall be of good quality, complete in design, specification, detail, information, testing and reporting, in conformance with any Agreement, Task Orders and the Request for Qualifications documents.

4. TERM AND CANCELLATION OF CONTRACT

The anticipated term of these professional engineering services will be two years. The City reserves the right to cancel the contract without cause with 90 days written notice.

5. QUESTIONS, INTERPRETATIONAL ADDENDA

Prospective Proposers shall promptly notify the City in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Request for Qualifications documents.

No verbal inquiries shall be received, nor shall a response be provided. All questions and clarification inquiries from Proposers concerning the Request for Qualifications shall be submitted in writing through mail, email, or facsimile transmission. Any written inquiries shall be received by the City no later than ten (10) calendar days prior to the scheduled date for receipt of the proposals. Questions shall be answered, in writing, by the City, and distributed on DemandStar.

Any questions or requests for clarification should be sent to:

Ms. Elizabeth Ignoffo, E.I.
Permits Engineer
3140 Flagler Avenue
Key West, Florida
(305) 809-3966
eignaffo@keywestcity.com

6. PERMITS AND FEES

The Proposer awarded this project shall procure and pay all permits and licenses, charges and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

7. BASIS OF AWARD

The successful Proposer(s) will have a minimum of five (5) years of experience in planning, permitting, surveying and mapping, highway design, soil exploration, material testing, and construction engineering and inspections on transportation projects.

City staff will open the "Request for Qualifications for Survey, Design, and Permitting Services, Bus Aprons-Lower Florida Keys" proposals and determine if the Proposals are responsive, containing all required submittals requested.

In accordance with Section 287.055, F.S., the City's proposal review team will be responsible for careful review of all statements of qualifications and performance data received, evaluate the proposals on the basis of a point system in which evaluation criteria will be applied, may conduct discussions with, and select in order of preference no fewer than three firms deemed to be the most highly qualified to perform and furnish the required services. In determining whether a firm is qualified, factors such as the professional personnel abilities, past performance, time and budget requirements, location, and workloads will be considered.

City proposal review team will be responsible for ranking proposals, on the basis of a point system in which evaluation criteria will be applied. The City reserves the right to ask questions and seek clarification of any or all Proposers, as part of the evaluation. Staff will then short-list the proposals and present the top three short-listed Proposer(s), in ranked order, to the City Commission. Presentation to the City Commission may be required. Upon approval of the short listed proposer(s), in rank order by the City Commission, staff will contact the most qualified approved Proposer first and start contract negotiations. If contract negotiations are not successful, staff will end negotiations with the first Proposer and start negotiations with next most qualified Proposer.

Selection committee shall shortlist no less than three (3) firms, unless less than three (3) firms submit proposals. The top three short-listed Proposer(s), in ranked order, will be presented to the City Commission. City Commission may accept the recommendation of the ranked proposals or may come up with their own order, either with presentations or without presentations.

Selection criteria are:

1. Past Performance on similar projects;	20pts
2. Experience;	20pts
3. Current work load;	5pts
4. Experience of key personnel;	20pts
5. Firm organization, resources and location;	5pts
6. Approach and understanding of project;	20pts
7. MBE/WBE/DBE status; and	5pts
8. Incident of litigation/dispute history.	5pts

Proposal shall be limited to 50 pages sized 8-1/2 x 11 and shall be submitted double sided, 25 actual sheets total (including required submittals, tabs and covers).

8. MISTAKES

Proposers shall carefully review the Request for Qualifications specifications and instructions. Failure to do so shall be at the Proposers sole risk. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price shall prevail and the Proposers total offer shall be corrected accordingly. Proposals having erasures or corrections shall be initialed, in ink, by the Proposer.

9. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts and, therefore, the Proposer shall comply with all applicable laws prohibiting discrimination, on the basis of race, color, religion, national origin, age or sex, including Equal Employment Opportunity ("EEO") and Minority Business Enterprises ("MBE") laws and regulations. The Proposer also shall comply with the City's ordinances dealing with equal opportunity issues.

10. AMERICANS WITH DISABILITIES ACT

The City requires contractors, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act.

11. Florida Dept. of Transportation (FDOT) Qualification for Professional Services

Consultant/Design Professional shall be FDOT qualified to perform highway design, surveying and mapping, soil exploration, material testing, and foundations, and construction engineering and inspection services, in accordance with Rule 14-75, Florida Administrative Code. Consultant/ Design Professional and subconsultants shall not be on the State of Florida Suspension or Disbarment list.

12. PUBLIC RECORDS

Any material submitted in response to this Request for Qualifications will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers shall claim any applicable exemptions to disclosure provided by law in their response to the Request for Qualifications. Proposers shall identify materials to be protected, and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

13. COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this Request for Qualifications. The City shall not be liable for any expenses incurred by the Proposer when responding to this Request for Qualifications.

14. CONFLICT OF INTEREST

In their proposal, each Proposer shall disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer shall disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposers firm, its affiliates, or parent or subsidiary organizations.

15. TIME OF COMPLETION

Time for this project is of the essence. Survey, final design plans, specification, materials and quantity schedule, invitation to bidders documents, and permitting for this project shall be completed and billed by **December 31, 2014.** Proposer shall provide a schedule that allows the project to be completed on schedule.

16. LICENSE REQUIREMENTS

At the time the proposal is submitted, the Consultant/Design Professional must show satisfactory documentation of state licenses as required to perform the scope of work. Please Note: The winning Consultant/Design Professional will be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

17. THIRD PARTY CONTRACTING GUIDANCE

To ensure compliance with Federal procurement requirements applicable to FTA projects, FTA will continue to provide guidance and technical assistance to its recipients consistent with its Federal oversight responsibilities.

Master Agreement. From the inception of its electronic award system in Fiscal Year 1995, FTA has incorporated by reference and made part of each FTA grant and FTA cooperative agreement a Master Agreement that FTA issues annually. Along with the standard terms and conditions governing an FTA assisted project, the most recent FTA Master Agreement, typically issued at the beginning of each Federal fiscal year, contains references to substantially all FTA and other cross-cutting Federal laws and regulations that may apply to a federally assisted project. Several of these Federal requirements must be included in third party contracts to the lowest tier necessary, and others will have a direct or indirect effect on the recipient‘s third party contracts, and therefore should be included in those third party contracts.

The following provisions apply to third party procurements for compliance with Federal laws and regulations:

No Federal Government Obligations to Third Parties. In connection with the Project, the Recipient agrees that, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to the Recipient’s activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

Access to Third Party Contract Records. The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Application of Federal, State, and Local Laws, Regulations, and Directives. The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless the recipient requests FTA approval in writing, the Recipient understands and agrees that unless the recipient requests FTA approval in writing, the Recipient may incur a violation of Federal laws or regulations, its Grant Agreement of Cooperative Agreement, or this Master Agreement if it implements an alternate procedure or course of action not approved by FTA.

Right of the Federal Government to Terminate

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, of if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Recipient understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period

established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

Civil Rights.
The Recipient agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq*., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq*., or both.

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq*., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq*., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq*., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg*. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg*. 18377 *et seq*., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

Procurement.
To the extent applicable, the Recipient agrees to comply with the following third party procurement provisions:

Federal Standards. The Recipient agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Recipient also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except to the extent FTA determines otherwise in writing. The Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Recipient understands and agrees that the FTA "Best Practices Manual" may omit certain Federal requirements applicable to third party contracts.

Debarment and Suspension. The Recipient agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB), "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), "2 C.F.R. Part 180. To the extent required by these U.S.DOT regulations and U.S. OMB guidance, the Recipient agrees to review the "Excluded Parties Listing System" at http://epls.gov/ and to include a similar term or condition in each lower tier covered transactions, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subrecipient, lessee, third party contractor, and other participant at a lower tier of the Project, will review the "Excluded Parties Listing System" at http://epls.gov/, and will include a similar term or condition in each of its lower tier covered transactions.

Disputes, Breaches, Defaults, or Other Litigation.
The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:
a. Notification to FTA. The Recipient agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA in writing before doing so. At a minimum, each notice to FTA under this Section 56 of this Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.
b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery, based on the percentage of the Federal share awarded for the Project, except that the Recipient may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
c. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

Lobbying Restrictions. The Recipient agrees that:

(1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the cost of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;

(2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

Environmental Protections.
Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

(1) The Recipient agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the applicable

documents accompanying the approval of the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Recipient agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Recipient agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Recipient agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Recipient agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

Energy Conservation.

The Recipient agrees to comply with applicable mandatory energy standards and policies of State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. As applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, in compliance with FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Special Notification Requirements for States.

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

PROPOSAL PROVISIONS AND CERTIFICATIONS

ATTACHMENTS A – J

Instructions.
The forms and certifications on the following pages are to be submitted with the proposal qualifications package.

ATTACHMENT A: FDOT STANDARD SPECIFICATIONS

Professional Services Prequalification.
Proposers shall prequalify with the Florida Department of Transportation (FDOT) to be eligible to submit proposals. FDOT publishes the regulations covering prequalification of bidders, under separate cover. http://www.dot.state.fl.us/procurement/prequalification.shtm#AQI

In accordance with Rule 14-75, Florida Administrative Code, there are two levels of qualification, Unlimited and Minor Projects Only.

This Request for Qualifications is a minor project with fees estimated at or below $250,000.00. Continued qualification at the minor project level requires annual submittal of a qualification form along with proof of insurance. A self-certified overhead report and statement describing the firm's accounting system is recommended, but not required.

All Proposers, including their sub-consultants, must qualify with the Department in the following Qualification Categories:

- Group 3. Highway Design – Roadway, at a minimum sub-category qualification Type of Work 3.2: Major Highway Design;
- Group 8. Surveying and Mapping, at a minimum sub-category qualification Type of Work 8.2: Design, Right of Way, and Construction Surveying;
- Group 9. Soil Exploration, Material Testing, and Foundations, at a minimum sub-category qualification Type of Work 9.1: Soil Exploration; and
- Group 10. Construction Engineering and Inspection, at a minimum sub-category qualification Type of Work 10.1: Roadway CEI.

Proposers shall be FDOT qualified at the minor project level, in accordance with Rule 14-75, Florida Administrative Code. Proposers must provide and include in their proposal proof of FDOT qualified certification for highway design, surveying and mapping, soil exploration, material testing, and foundations, and construction engineering and inspection services.

ATTACHMENT B: DBE SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
(REV 6-6-02) (FA 7-17-02) (1-03)

Disadvantaged Business Enterprise Program.

General: Prior to award of the Contract, have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan and commitment to carry out the Plan shall be incorporated into and become a part of the awarded Contract. Failure to keep these commitments will be deemed noncompliance with these Specifications and a breach of the Contract. Take all necessary and reasonable steps to ensure that FDOT Certified Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 and DOT Rule Chapter 14-78, have the opportunity to participate in, compete for and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex or disability in the award and performance of DOT assisted Contracts.

Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

(a) A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body shall issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

(b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

Use techniques to facilitate DBE participation in contracting activities, which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

DBE Records and Reports: Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity Reporting System on the Department's Website, actual payments, retainage, minority status, and work type

of all subcontractors and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts, which include the following:

(a.) The procedures adopted to comply with these Specifications;
(b.) The number of subordinated Contracts on Department projects awarded to DBEs;
(c.) The dollar value of the Contracts awarded to DBEs;
(d.) The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
(e.) A description of the general categories of Contracts awarded to DBEs; and
(f.) The specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION

49 CFR Part 29 - Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. 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.

3. 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 when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

6. 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.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____	_____
Signature/Authorized Certifying Official	Typed Name and Title
_____	_____
Applicant/Organization	Date Signed

ATTACHMENT D: ANTI-KICKBACK AFFIDAVIT

ANTI-KICKBACK AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

This sworn statement is submitted to the City of Key West, Florida, by

_____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my firm, or by any officer or agent of the corporation.

BY: _____

TITLE: _____

sworn and prescribed before me this _____day of _____ , _____

_____

NOTARY PUBLIC, State of _____
My commission expires:

ATTACHMENT E: PUBLIC ENTITY CRIMES CERTIFICATION

PUBLIC ENTITY CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West, Florida, by

   _____
   (print individual's name and title)

   for_____
   (print name of entity submitting sworn statement)

   whose business address is_____
   and (if applicable) its Federal Employer Identification Number (FEIN) is

   _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

___Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____(SIGNATURE)

_____ (DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being sworn by me,

_____ (name of individual) affixed his/her signature in the

space provided above on this _____day of _____ , _____.

_____
NOTARY PUBLIC

_____
Printed Name

My commission expires:

ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report_____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known:*	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and 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:** _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SELF-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 follow up 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 the reporting entity for this covered Federal action.

4. Enter the full name, 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 entity 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 30 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, D.C. 20503.

Form DEP 55-221 (01/01)

ATTACHMENT G: PROHIBITED INTERESTS FORM AND NOTICE

Prohibited Interests Form and Notice

I, _____, _____, certify that neither
(Printed Name) (Title)

_____, _____
(Company Name) (Company Address)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, the City of Key West with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

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

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

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

_____
Signature

ATTACHMENT H: CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONSULTANT/DESIGN PROFESSIONAL expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT/DESIGN PROFESSIONAL, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by the indemnitees for indemnification shall be limited to the amount of CONSULTANT/DESIGN PROFESSIONAL's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT/DESIGN PROFESSIONAL under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT/DESIGN PROFESSIONAL or of any third party to whom CONSULTANT/DESIGN PROFESSIONAL may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

CONSULTANT/DESIGN PROFESSIONAL:

_____ SEAL:
Firm Name

_____

_____
Address

_____
Signature

_____
Print Name

_____
Title

DATE:_____

ATTACHMENT I: <u>EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT</u>

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20___.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

* * * * * *

ATTACHMENT J: <u>CONE OF SILENCE AFFIDAVIT</u>

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

* * * * * *

TEMPLATE CONTRACT AGREEMENT

ATTACHMENT K

Template contract/agreement is provided for information purposes to demonstrate contemplated terms and conditions.

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH HIGHWAY DESIGN, SURVEYING AND MAPPING, SOIL EXPLORATION, MATERIAL TESTING, CONSTRUCTION ENGINEERING SERVICES CONSULTING

for

BUS APRONS – LOWER FLORIDA KEYS

PROJECT NO TS 1102

MARCH 2014

Consulting Engineering Firm:
COMPANY NAME.
COMPANY ADDRESS

Master Agreement to Furnish Highway Design, Surveying and Mapping, Soil Exploration, Material Testing, and Construction Engineering Services Consulting

This AGREEMENT made and entered into this _____ day of _____, 20__, between the City of Key West, a municipal corporation of the State of Florida, whose address is 3126 Flagler Avenue, Key West, Florida 33040, hereafter referred to as the "CITY" and _____ , a _____ _____ corporation, whose address is _____ _____, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

Article 1. Scope of Services

The CONSULTANT's primary responsibilities include but are not limited to providing consulting, professional and construction services relating to the city's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the CONSULTANT agrees to furnish are set forth as follows:

1.1 Provide surveys, plan and detail drawings and specifications for construction of each individual bus apron, including invitation to bid documents and specifications for construction improvements on a federally funded roadway transportation project. This work includes evaluation of potential locations for bus aprons, mapping and surveying for each bus apron location, design of the bus pull-off and merge lanes, permit coordination with regulatory agencies, mitigation package development, and plan drawings and specifications for construction of each individual bus apron to be located on Overseas Highway, Marathon to Key West, as described in Attachment B.

1.2 Provide comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, chairing community meetings, construction documents and assisting the CITY with technical review and ranking of the same to attain qualified contractors for work, construction administration and owner project representation services relating to new construction, permit modification, and construction improvements on a federally funded roadway transportation project.

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the project specifically identified in RFQ No. 14-001 / Project No. TS-1102 and any other tasks as assigned under this scope and CONSULTANT's response dated DATE.

Article 2. Compensation

Type of compensation methods which shall be used to pay for the CONSULTANT's services are limited to the following:

A. Hourly Per Diem Rates are provided in Attachment A to this Agreement. Per Diem Rates are those hourly rates charged for work performed on the PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses.

B. A budgetary amount to include reimbursable expenses and direct expenses shall be established as one hundred forty thousand dollars ($140,000.00). This budgetary amount shall not be exceeded, unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and shall keep CITY informed of progress toward that end so that the budget or work effort can be adjusted, if found necessary.

C. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

D. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.

E. Subject to budgetary limitation contained in Article 2.B. above, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, laboratory tests and analyses, and subcontracts and other outside services; and 2) special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT's vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT, in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT.

F. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel requested by CITY's

AUTHORIZED REPRESENTATIVE and travel associated with permitting and grants, as required by state and federal agencies, shall be reimbursed in accordance with this section.

G. Transportation by passenger vehicles supplied by CONSULTANT in connection with the work shall be reimbursed in accordance with Florida Statute 112.061. Required Documentation: Mileage log stating point of departure, point of destination, and odometer reading for both.

Article 3. Invoicing and Payment

Monthly invoices shall be issued by CONSULTANT for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1. General

A. The CONSULTANT shall serve as CITY'S professional representative under this AGREEMENT, providing professional engineering and related consultation and advice, and furnishing customary services incidental thereto.

4.2. Standard of Care

A. The standard of care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The CONSULTANT shall perform any services not meeting this standard without additional compensation.

4.3. Subsurface Investigations

A. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics and the location of underground features may vary significantly between successive test points, sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.4. Consultant's Personnel at Construction Site

A. The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety

precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site, except CONSULTANT's own personnel.

B. The presence of CONSULTANT's personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work shall conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s), nor assumes responsibilities for the failure of contractor(s) to perform their work in accordance with the Contract Documents.

C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

4.5. Opinions of Cost, Financial Considerations, and Schedules

A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility or schedules shall not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY shall employ an independent cost estimator, contractor, or other appropriate advisor.

4.6. Construction Progress Payments

A. Recommendations by the CONSULTANT to the CITY for periodic construction progress payments to the construction contractor shall be based on the CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that exhaustive, continuous or detailed examinations or reviews have been made by the CONSULTANT to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work shall be acceptable in all respects; that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any

of the work, materials, or equipment has passed to CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CITY and the construction contractor that affect the amount that should be paid.

4.7. Record Drawings

A. Record drawings, if required, shall be prepared, in part, on the basis of information compiled and furnished by others, including the CITY or contractor(s) for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

B. Record drawings shall consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by CONSULTANT are for the CITY's and other's convenience and are to be utilized at users' sole risk. Record Drawings shall be signed and sealed were applicable based on CITY and/or regulatory requirements.

4.8. Access to Consultant's Accounting Records

A. The CONSULTANT shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records shall be available to CITY during CONSULTANT's normal business hours for a period of 1 year after CONSULTANT's final invoice, for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation.

4.9 Consultant's Insurance

A. The CONSULTANT shall maintain limits no less than those stated below throughout this AGREEMENT of the following insurance:

1. **Workers' Compensation** Statutory, in compliance with the Compensation Law of the State of Florida. The coverage must include Employer's Liability with a limit of one million ($1,000,000) dollars per accident, one million ($1,000,000) dollars per disease-policy limit, and one million ($1,000,000) dollars per disease-each employee.

2. **Commercial General Liability** shall be in an amount acceptable to the City of Key West but not less than two million ($2,000,000) dollars annual aggregate, one million ($1,000,000) dollars per occurrence, and two million ($2,000,000) dollars products comprehensive aggregate. The City of Key West must be named as an Additional Insured. The coverage must include Commercial Form; Premises and/or Operations; Products and/or Completed Operations; Independent Contractors and Consultants (if any part of the Work is to be subcontracted); Broad Form Property Damage; XCU, Personal Injury, and Contractual Liability endorsement.

3. **Business Automobile Liability** Insurance with a minimum limit of liability per occurrence of one million ($1,000,000) dollars combined single limit and no annual aggregate. The City of Key West must be named as an Additional Insured. This insurance shall include for bodily injury and property damage coverage for owned automobiles, hired automobiles, non-owned automobiles, and location of operation shall be "all locations."

4. **Excess/Umbrella Liability** shall have a minimum limit of two million ($2,000,000) dollars per occurrence with an annual aggregate of two million ($2,000,000) dollars. This coverage is to be following form and include the Comprehensive General Liability and Automobile Liability Policies.

5. **Professional Liability/Errors and Omissions** Insurance with a minimum limit of one million ($1,000,000) dollars.

6. CITY shall be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified above, and CONSULTANT waives subrogation against CITY as to said policies, with the exception of Worker's Compensation.

4.10 Subconsultants

A. The CONSULTANT may not assign or subcontract its obligations under this AGREEMENT without the written consent of the CITY, which consent may be withheld for any reason whatsoever.

Article 5. Obligations of the CITY

5.1. Authorization to Proceed

A. Authorization to proceed shall be considered to be given upon execution of this AGREEMENT.

5.2. City-Furnished Data

A. The CITY shall provide to the CONSULTANT all data in the CITY's possession relating to the CONSULTANT's services on the PROJECT including, but not limited to, information on any pre-existing documents including, but not limited to, underground utility locates, geotechnical reports, surveys, and previously submitted plans. CONSULTANT shall reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

5.3. Access to Facilities and Property

A. The CITY shall make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services, and shall provide labor and safety equipment as required by CONSULTANT for such access. CITY shall perform, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with CONSULTANT's services, unless otherwise agreed to. CITY shall be responsible for all acts of CITY's personnel.

5.4. Advertisements, Permits, and Access

A. Unless otherwise agreed to in the Scope of Services, the CITY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the CONSULTANT's services or PROJECT construction.

5.5. Timely Review

A. The CITY shall examine the CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner (10 working days).

5.6. Prompt Notice

A. The CITY shall give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the ENGINEER or construction contractor(s).

5.7 Contractor Indemnification and Claims

A. CITY agrees to use its best efforts to include the following in all construction contracts with contractor(s) not affiliated with CONSULTANT:

1. The provisions of Article 4.4, CONSULTANT's Personnel at Construction Site.

2. Provisions proving contractor indemnification of CITY and CONSULTANT as additional insureds on the contractor's general liability insurance policy.

B. CITY shall use it best efforts to require construction contractor(s) to name CITY and CONSULTANT as additional insureds on the contractor's general liability policy.

5.8. Exclusion of Contractor Claims

A. CITY agrees to uses its best efforts to include the following clauses in all contracts with other construction contractors and equipment or material suppliers:

Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against the CONSULTANT, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed, unless construction contractors, subcontractors and equipment or material suppliers first gain the CITY's consent.

5.9. CITY's Insurance

A. CITY shall maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT

5.10 Services of Consultant

A. Unless this AGREEMENT is modified or terminated, the CITY shall have all services specified in this AGREEMENT performed by the CONSULTANT, employing CONSULTANT's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

5.11 Litigation Assistance

A. The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, shall be reimbursed and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT's sole negligence caused CITY's damage.

Article 6. General Legal Provisions

6.1 Agreement Period; Time for Performance; Penalty

A. The duration of the agreement shall be two (2) years commencing from the effective date of this Agreement, with an additional two-year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.

B. The services described in Article 1.1 shall be completed no later than the ____ day of _____ , in that CONSULTANT's failure to complete performance hereunder by _____ may jeopardize the CITY's grant funding for the project. In the event CONSULTANT fails to complete the services described in Article 1.1 on or before _____ , CONSULTANT shall pay to CITY the sum of one hundred forty thousand dollars ($140,000.00), representing the amount of grant funds contemplated for this project.

6.2. Reuse of Project Documents

A. Reports, drawings, specifications, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the CITY. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT shall be at the CITY's sole risk.

6.3 Ownership of Work Product and Inventions

A. All of the work product of CONSULTANT in executing this Project shall remain the property of CONSULTANT. The CITY shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer programs or other intellectual property developed during the course of, or as a result of, the Work shall remain the property of the CONSULTANT.

6.4 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

B. In the event of a delay that results in additional costs to the CONSULTANT, an appropriate increase in compensation and schedule shall be authorized in writing.

6.5 Termination

A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work shall be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the CITY.

B. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY shall not pay for anticipatory profits.

6.6 Suspension, Delay, or Interruption of Work

A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY shall pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT's schedule and CONSULTANT's compensation shall be made as agreed to by both parties.

B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.7 Third Party Beneficiaries

A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT, and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.

B. All work products shall be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.8 Indemnification

A. The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs,

including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT, its employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to the CITY pursuant to Florida law, including section 768.28, Florida Statutes.

B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel satisfactory to CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against CITY, whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

6.9 Assignment

A. CONSULTANT shall not assign all or any part of this Agreement without the prior consent of CITY by Resolution of the Key West City Commission, which consent may be withheld for any reason whatsoever.

6.10 Jurisdiction

A. The law of the State of Florida and Monroe County shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.11 Severability and Survival

A. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. ARTICLES 4, 5, and 6 shall survive termination of this AGREEMENT for any cause.

6.12 Attorney's Fees

A. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder.

6.13 Local Hiring Preference

A. In accordance with Federal Highway Administration, Department of Transportation regulations, 23 CFR 635.117, local hiring preferences shall not be allowed in this contract.

Article 7. Schedules and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: _____
Bogdan Vitas, Jr., City Manager

ATTEST:

_____
Cheri Smith
City Clerk

CONSULTANT

By: _____
(NAME, TITLE)

ATTACHMENT A

HOURLY PER DIEM RATES

Classification/Position	Per Diem Rate
Principle An officer of the company and responsible party tasked to resolve issues and manage the overall work performed.	
Senior Project Manager Responsible for the successful completion of the project. The Senior Project Manager shall have an assigned team for the project, shall assign the work and see that it is properly completed. When another firm is engages as a sub-consultant, it is the Senior Project Manager's duty to see that the lines of responsibility are clearly defined and that there is adequate coordination between offices. Must be capable and experienced with authority to speak for the firm in dealing with the client and to direct and expedite project work.	
Project Manager Responsible for accomplishing stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraints for projects; cost, time and quality.	
Senior Engineer Performs and oversees Engineers work related to the planning, design, and construction of projects. Also coordinates with contractors, other departments, and other agencies; administering professional services and construction contracts; evaluating requests for changes or additional work; directing the work of subordinate professional staff; and performs related work as required.	
Project Engineer Performs engineering assignments as part of a work team involved in the planning, organizing, and developing of complicated projects. Requires ability to use and apply extensive knowledge for a specific engineering field. May supervise other project professionals or technicians. Usually requires a 4 year degree plus 6-8 years relevant experience, or equivalent. Reports to the Project Engineering Manager.	
Associate Engineer Performs tasks to assist engineers such as preliminary research, initial drawings or diagrams, design modification, or testing. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience, or equivalent.	
Senior Electrical Engineer Performs complicated engineering work exercising independent judgment and action. Applies research principles and techniques to the design, development, or testing of electronic systems, equipment, products, or facilities. Usually a senior level requiring a degree in electronic engineering plus 4-6 years relevant experience, or equivalent.	

Electrical Engineer Performs engineering work of various types in the design or re-design, manufacture, installation, operation, or maintenance of electronic and electromagnetic systems or equipment. Uses research techniques to analyze and validate design or theory concepts. Usually an intermediate level requiring a 4 year degree in electronics engineering plus 2-4 years relevant experience, or equivalent.	
Senior Mechanical Engineer Performs engineering work related to researching, designing, and developing machines, mechanical products, or tools, mechanical production equipment, or engines. Assignments are more complicated than the journey level and afford greater opportunity for independent decision making and action. May test designs. Usually a senior level requiring a 4 year degree plus 4-6 years relevant experience, or equivalent.	
Mechanical Engineer Performs engineering work related to researching, designing, and developing machines, mechanical products or tools, mechanical production equipment, or engines. May collaborate with other engineers on application of robotics for improving production processes. Usually a journey level requiring a 4 year degree plus 2-4 years relevant experience, or equivalent.	
CAD Technician I Uses computer-aided drafting software to develop layouts, drawings and designs that meet engineering specifications. Reviews engineering drawings, analyzes design and retrieves information to complete drawing, layout or design. Uses detail drawing or engineering specifications to dimension, scale or line locate. Usually requires a 2 year degree and 1-2 years relevant experience, or equivalent.	
CAD Technician II Performs tasks to assist engineers such as preliminary research, initial drawings or diagrams, design modification, or testing. Operates under direct supervision. Usually requires a 2 year degree plus 1-3 years relevant experience, or equivalent.	
Survey Crew and Equipment (1-man) Provides topographical data, including lines and grades, and works under the supervision of a Florida licensed Public Land Surveyor.	
Survey Crew (2-man) Provides topographical Data including lines and grade where required. Works under a licensed PLS.	
Principal Licensed Surveyor Provides signed and sealed surveys, place set boundary corners and place survey monuments bearing state registration number.	
Technical Editor Responsible to research and prepare technical reports, publications, related documents, and other media; reviews and edits material for proper use of terminology, style, direction, content, grammar, punctuation and clarity; designs and lays out format, etc. Other responsibilities may include researching technical and complex federal and state policy material, rules and regulations and/or disseminate technical brochures and other technical material.	
Clerical Provides administrative support, including but not limited to, word processing, filing, copying, and general office support services.	
Geo-Tech	

Provides data on subsoil conditions and bearing capabilities. Must work under a Licensed Engineer.	
Senior Associate Oversees and manages SWC component of project and provides quality assurance and technical support, participates in project kickoff and public meetings.	
Associate I Conducts data collection, analysis and report drafting, 3-5 years exp.	
Associate II All tasks of Associate I and first level project manager, 5-7 years exp.	
Associate III All tasks of Associate II and senior project manager, 10+ years exp.	
Technician I Data collection, GIS data input and mapping, 1-2 years exp.	
Technician II Data collection, GIS analysis, 2-3 years exp.	
Administrative Clerical, also public information specialist	
Landscape Architect Develops design concepts using flora materials.	

ATTACHMENT B

Scope of Services

This project shall provide surveys, plan and detail drawings and specifications for construction of each individual bus apron to be located on Overseas Highway, Marathon to Key West, including invitation to bid documents and specifications for construction improvements on a federally funded roadway transportation project. This work includes evaluation of potential locations for bus aprons, mapping and surveying for each bus apron location, design of the bus pull-off and merge lanes, permit coordination with regulatory agencies, mitigation package development, and plan drawings and specifications for construction of each individual bus apron.

Construction Documents

CONSULTANT shall prepare a coordinated set of topographical surveys, construction plans and details, specification, and agency permit authorizations predicated on the information outlined above.

Final design of the project shall consist of the following:

- Provide exhibit to CITY for public involvement meeting(s)
- Provide topographical surveys and soil testing results suitable for site evaluation and design
- Provide conceptual construction plans for bus apron pull-off/merge lanes
- Provide 60% and final design construction plans for bus apron pull-off/merge lanes
- Provide General and Technical Specifications documents suitable for bidding
- Complete, make application, and obtain SFWMD and FDOT (others as required) construction permits.
- Receive and respond to Requests for Additional Information during bidding phase
- Provide a project schedule and cost estimate based upon final design documents
- Provide construction phasing and Maintenance of Traffic Control Plans