

BID COVER

City of
Gainesville

Procurement Division

(352) 334-5021(main)

Issue Date: 8/25/2023

REQUEST FOR PROPOSAL: #PWDA-240009-DH
Miscellaneous Sidewalk, Curb Ramp and Bus Stop ADA Improvements REBID
DESIGN-BUILD LAP 447233-1-58-01

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit

Legal Ad (Gainesville Sun) publish date: **8/30/2023**

QUESTION SUBMITTAL DUE DATE: **9/13/2023**

All meetings and submittal deadlines are Eastern Time (ET).

DUE DATE FOR UPLOADING PROPOSAL: 9/29/2023

3:00pm

SUMMARY OF SCOPE OF WORK:

The City of Gainesville is seeking proposals from qualified Design-Build professionals (hereinafter, referred to as bidder) to provide ADA improvements in the form of curb ramps, bus stop boarding & alighting areas and associated sidewalks in the City of Gainesville and unincorporated areas of Alachua County.

For questions relating to this solicitation, contact: Diane Holder (holderds@cityofgainesville.org)

Bidder is not in arrears to City upon any debt, fee, tax or contract: Bidder is NOT in arrears Bidder IS in arrears
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: Bidder is NOT in default Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder: _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

Proposal is in full compliance with the Specifications.

Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____ **DATE:** _____

PART 1 – REQUEST FOR PROPOSAL INFORMATION

Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

BID COVER..... 1

PART 1 – REQUEST FOR PROPOSAL INFORMATION 2

PART 2 – PROJECT OVERVIEW..... 5

PART 3 – HOW TO SUBMIT A PROPOSAL 7

PART 4 – EVALUATION PROCESS 11

PART 5 – SELECTION PROCESS 12

PART 6 – AWARD..... 13

PART 7 – GENERAL INFORMATION..... 14

PART 8 – SAMPLE AGREEMENT 16

PART 9 – EXHIBITS..... 86

PART 10 – NO BID SURVEY 127

1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.**

It is the responsibility of the vendor to monitor DemandStar. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder’s failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

NOTE: For a bidder’s attendance of a mandatory pre-proposal meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-proposal meeting also includes a required site visit, then bidder must sign in, both at the pre-proposal meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

NOTE: Failure to attend a mandatory pre-proposal meeting will result in disqualification of your proposal.

If special accommodations are needed in order to attend a pre-proposal meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

*****IMPORTANT NOTICE REGARDING BID OPENING*****

The scheduled bid opening will occur via zoom ; the information to join is provided below. Attendance (live viewing) of the bid opening is not required. However, to join the bid opening you must register.

When: Sep 29, 2023 03:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

https://us06web.zoom.us/meeting/register/tZUrdumgrjwuH9Mk6jStj_gi4bFz0SAR_IJm

After registering, you will receive a confirmation email containing information about joining the meeting..

All meetings and submittal deadlines are Eastern Time (ET).

1.3 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	8/25/23
[Mandatory] Pre-Proposal Meeting	N/A
Deadline for receipt of questions	9/13/23
Deadline for uploading of proposals	9/29/23 (3:00 p.m. local time)
Evaluation/Selection process	Week of 10/2/23
Oral presentations, if conducted	N/A
Projected award date	12/7/23
Projected contract start date	1/4/24

All dates are subject to change. Bidders will be notified via Addendum posted in DemandStar.com in event of any schedule change.

1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-622, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any Bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-622, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

Please be advised that the City Attorney's office will not approve a contract with bidder unless the corporation or partnership is registered with the Division of Corporations with the State of Florida (www.sunbiz.org).

1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-621 of the [Financial Services Procedures Manual](#)).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 2 – PROJECT OVERVIEW

2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain design-build proposals from qualified teams for miscellaneous sidewalk, curb ramp and bus stop ADA improvements throughout Gainesville.

The work associated with the project has prioritized and separated into a base bid and four (4) bid alternates.

2.2 SCOPE AND RELATED SERVICES

2.2.1 **Generally:** Contract(s) awarded under this RFP is defined as a **Low Bid Design-Build** contract for the project listed below. The scope is limited to the project noted below for both design and construction phases.

2.2.2 **Project:** The Project shall be designed and constructed in accordance with **Part 8 –Sample Agreement, including Exhibit 1- Project Requirements, Exhibit 2- Project Locations and the Technical Specifications** contained herein, along with other documents referenced herein.

2.2.3 **Project Location Summary.**

2.2.3.1 **Curb Ramps:**

2.2.3.1.1.1 Zone 10: NE 21st St to NE 26th Ter (31 ramps) –Base Bid

2.2.3.1.1.2 Zone 2: NW 12th St to NW 7th St (12 ramps) -2nd Alternate

2.2.3.1.1.3 Zone 5: S Main St to SE 3rd St (36 ramps) -4th Alternate

2.2.3.2 **Bus Stop Boarding & Alighting Areas (B&A):**

2.2.3.2.1.1 NW 83rd St from NW 23rd Ave to NW 39th Ave (5 B&As) –Base Bid

2.2.3.2.1.2 SW 24th Av from SW 17th Rd to SW 75th St (2 B&As) -1st Alternate

2.2.3.2.1.3 SE 35th St from Hawthorne Rd to SE 21st Av (8 B&As) -3rd Alternate

2.2.4 **Final Deliverables:**

2.2.1.1 Permits, geotechnical data, utility work schedules, if any.

2.2.1.2 Signed and sealed construction plans or details.

2.2.1.3 Construction submittals and material and testing reports.

2.2.1.4 Construction of ADA ramps, B&A's and sidewalks.

2.2.1.5 Construction Asbuilts for all completed work.

2.3 BIDDER MINIMUM QUALIFICATIONS

2.3.1 The response to the minimum qualification requirements should address each of the qualifications set out in this section. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

2.3.2 Bids will only be considered from Bidders normally engaged in providing and performing services specified herein. Bidders shall be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in a similar type work for not less than five (5) years. If bidder organization does not meet the five (5) year requirement you are required to show the project team (project manager and superintendent or owner) for this project has experience not less than five (5) years for each individual. (Complete and submit with your bid the attached Project Manager and Superintendent or Owner's Experience form).

2.3.3 Provide a professional team consisting of a Bidder or design professionals pre-qualified to perform work in accordance with Florida Administrative Code Chapter 14-75 and 14-22.

- 2.3.4 The technical qualification requirements of Florida Administrative Code Chapter 14-75 and all qualification requirements of Florida Administrative Code Chapter 14-22, based on the applicable category of the project, must be satisfied.
- 2.3.5 Bidder's design professional must be FDOT qualified in the following:
 - 2.3.5.1 Type 3.1 Minor Highway Design
 - 2.3.5.2 Type 7.1 Signing, Pavement Marking and Channelization
 - 2.3.5.3 Type 8.1 Control Surveying
 - 2.3.5.4 Type 8.2 Design, Right of Way & Construction Surveying
- 2.3.6 Bidder' contractor must be FDOT qualified in the major work class "SIDEWALKS".
- 2.3.7 Bidders shall supply evidence of compliance with minimum qualifications at the time of the submission of the Design-Build Proposal or they will be disqualified.
- 2.3.8 Bidder's business shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- 2.3.9 By submitting a proposal, the bidder's business certifies that it has fully read and understands the RFP and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

2.4 CITY RESPONSIBILITY

- 2.4.1 The City will be responsible to the selected bidder for the following tasks:
 - 2.4.1.1 Provide information concerning project which is available in City files.
 - 2.4.1.2 Inform the bidder of known City design parameters or requirements.
 - 2.4.1.3 Provide plan and submittal reviews in a timely manner.
 - 2.4.1.4 Inspecting work and monitoring bidder's progress.
 - 2.4.1.5 Payment to the bidder in accordance with Florida's Prompt Payment Act.
 - 2.4.1.6 Responsive to bidder's questions in a timely manner.

2.5 PROJECT SPECIFICATIONS

- 2.5.1 Agreement Exhibit 1 – Project Requirements
- 2.5.2 Technical Specifications

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 3 – HOW TO SUBMIT A PROPOSAL

Instructions to bidders: Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The City reserves the right to request all missing forms and additional information from any bidder prior to award. *Please do not include any items that are not specifically requested.*

3.1 FORMAT OF PROPOSAL

a) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b) Technical Proposal

The Technical Proposal shall include a narrative which addresses the proposed approach and understanding of the work, qualifications, key personnel and roles, identify the assigned office(s), the proposed schedule of the work, and any other information called for by the RFP which the bidder deems relevant.

The Technical Proposal must be submitted on **FDOT Form 700-010-21: Low Bid Design-Build Technical Proposal**.

Section 1: Approach and Understanding of the Project: Describe understanding of the objectives and scope of the project, as well as bidder's approach to completing the work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project.

The plan to complete the work with minimum impact on the community should be discussed in this section.

Section 2: Qualifications, Key Personnel and Proposed roles:

Submit documentation demonstrating the minimum qualifications listed in Part 2.3.

Identify key personnel assigned to the Project; staff's applicable Florida Department of Transportation prequalification work classes; staff experience on similar projects; anticipated sub-consultants and sub-contractors/suppliers.

Section 3: Responsible Office: Design-Build Bidders being considered for this Project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

Section 4: Proposed Schedule: Present a project schedule based on calendar days for completing the design and construction activities associated with the project. Identify anticipated activity durations, critical activities, milestones and phasing of work.

c) Price Proposal

The price proposal is a presentation of the Bidder's total offering price (Lump Sum).

The price proposal must be submitted on **FDOT Form 700-010-65: Design-Build Proposal Form**.

The proposal must include the following:

- a) Proposed total lump sum price for the base bid and the four (4) bid alternates.
- b) List of all proposed sub-consultants and sub-contractors, and indicate the estimated dollar amount which will be attributed to each sub-consultant and sub-contractor.
- c) Submittal of a base bid and a bid for each of the four (4) alternates is required in the proposal to be deemed responsive.

The Price Proposal must be submitted along with the Technical Proposal and the other required documents submitted in accordance with paragraph 3.3.

3.2 CONTENT OF PROPOSAL

Required Documents:

The following documents are required to be included in the bidder's submission:

- a. RFP Cover Page
- b. Price Proposal
- c. Technical Proposal
- d. Address each Minimum Qualification
- e. Provide a Statement of all Qualifications that will communicate the capabilities of the bidder to successfully complete the project
- f. Project Manager and Superintendent or Owner's Experience Form
- g. Drug-Free Workplace Form
- h. Bidder Verification Form
- i. References Form
- j. Bidder's W-9
- k. Copy of any applicable, current licenses and/or certification required by City/County/State
- l. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP) –check this
- m. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties
- n. Proposed Subcontractor's Form
- o. Responsible Agent Form
- p. Customer History Form
- q. E-Verify Certification Form
- r. LAP Certification of Current Capacity – **FDOT form 525-010-46**
- s. Non-Collusion Declaration and Compliance with 49 CFR 29 – **FDOT form 575-060-13**
- t. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts – **FDOT form 375-030-33**
- u. Disclosure of Lobbying Activities – **FDOT form 375-030-34**
- v. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – **FDOT form 375-030-32**
- w. Bid Opportunity List – **FDOT form 375-040-62**
- x. DBE Bid Package Information – **FDOT Form 275-030-11** – Comply with page 1 of 2 only.
- y. Professional Services Commitment – **FDOT Form 375-030-83**

3.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

On occasion, the City will request proposals present pricing separately from the main proposal. If separate pricing is requested, upload a separate document that indicates Price Proposal as its content.

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

3.4 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Bidder's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
 - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
 - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a

general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

3.5 EXCEPTION TO THE RFP

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

3.6 ONLY ONE BID

Only one bid from any individual, bidder, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A sub consultant or subcontractor is permitted to appear in more than one submittal for the same bid, as long as the sub consultant or subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

3.7 FULLY INFORMED BIDDER

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

3.8 SUBCONTRACTORS

The bidder shall self-perform a minimum of 40% of the total dollar bid amount as the prime contractor. Bidder shall notify the City of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, provided in Part 9. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the City. Bidders shall provide the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the subcontracts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 4 – EVALUATION PROCESS

4.1 EVALUATION CRITERIA

Evaluators made up of City staff will be established to determine the lowest responsive, responsible bidder. The Evaluators will then determine whether the proposal of the lowest bid is responsive and responsible based on Technical Proposal submittal.

a) **Price Proposal**

The Price Proposal Evaluation will be a presentation of the Bidder's total Lump Sum offering price.

b) **Technical Proposal**

The Technical Proposal Evaluation will assess the bidder's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

The bidder's qualifications will assess each responding bidder's ability based on experience and qualifications of key team members, the bidder's capability of meeting time and budget requirements. *The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.*

The following **shall not** be considered:

- 1.1.1 In-state or local business preference
- 1.1.2 Preference for consultant bidder location
- 1.1.3 Preference for consultant office location in proximity to the project.
- 1.1.4 Purchasing or materials preference
- 1.1.5 FDOT Disadvantaged Business Enterprise (DBE) Program
- 1.1.6 Other local, minority or disadvantaged business programs
- 1.1.7 Hiring preferences (e.g., homeless, welfare-to-work, veterans)
- 1.1.8 Exclusionary business preferences restricting competition in specific geographic locations, except those indicated by the US Department of State or US Department of the Treasury.
- 1.1.9 Equal distribution or rotating of work
- 1.1.10 Any other non-qualifications based factor.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 5 – SELECTION PROCESS

The Bidder will be selected from the qualified businesses submitting responses to this RFP as further described in Section 3.1 Format of Proposal of this RFP. A copy of the bidder's current Florida Professional Registration Certificate must be provided. If the bidder is a corporation, it must be chartered to conduct business in Florida.

Evaluation and selection of the bidder will be in accordance with the requirements of the Florida Department of Transportation (FDOT) Local Agency Program (LAP) requirements, and the City's RFP procedure as stated herein.

A brief description of the selection process is as follows:

1. The City shall open all Bids received at a public Bid opening on the date found in this document.
2. Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals and is described herein. Evaluators shall execute the Evaluator's Disclosure statement included in City procurement procedures and FDOT's Conflict of Interest/Confidentiality Certification (FDOT form 375-030-50) included in Part 9 of this RFP shall be completed prior to proceeding with the evaluation period. Individuals that do not meet the requirements of 23 CFR 1.33 and 23 CFR 172.7(b) (4) shall be prohibited from participating as evaluators.
3. The Evaluators will review the Technical Proposal of the lowest Bidder. The Evaluators will then establish if the lowest Bidder's Technical Proposal is responsive or non-responsive based on the criteria described in this document. If the Proposal is responsive, and the bidder is deemed responsible the Bidder will be recommended award of the Project. If the Proposal is found to be non-responsive or non-responsible, the Evaluators will review the Technical Proposal of the next lowest Bidder and establish if the Technical Proposal is responsive and responsible based on the criteria described in this RFP and so on.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 6 – AWARD

6.1 AWARD

The award of this contract shall be to the lowest responsive, responsible bidder. The City shall reserve the right, at its sole discretion, to award to the lowest responsive, responsible bidder on the basis of the base bid alone or the base bid plus any combination of the bid alternates. Submittal of a bid response constitutes acceptance of these terms.

A responsive bidder is one that provides all requested information, certifications, product information and pricing. A responsible bidder is one that has demonstrated through the past performance and the requested documentation that they have the resources and financial capability to provide the products/services identified in this RFP.

The City may reject a bid based upon past performance of a bidder. In determining the lowest responsive, responsible bidder the City will consider, but not be limited to, the items listed below:

- Price,
- The ability of the bidder to successfully carry out a proposed contract,
- Past performance (including reference checks), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability,
- Current litigation pending between bidder and City,
- Bidder has all required licenses,
- Bidder is authorized to do business in Florida (registered in SunBiz),
- The number and scope of conditions and/or exceptions attached to the bid,
- Proposed subcontractors
- Project Manager and Superintendent or Owner's Experience
- Bidders Current LAP Capacity

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

In the event the successful Bidder fails to execute the Contract, the City may then accept the bid of the next lowest responsive, responsible bidder or re-advertise the bid. If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder. City reserves the right to pursue such remedies as provided by law for Bidder's failure to execute the Contract.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the lowest, responsive and responsible Bidder whose bid is determined by the City to be in its best interest.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida (www.sunbiz.org).

6.2 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Bidder. The terms and conditions in the Sample Contract, Part 8, shall be applicable and binding. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 8.

6.3 RFP PROTEST

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-680 of the [Financial Services Procedures Manual](#).

6.4 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-544 [Financial Services Procedures Manual](#).

PART 7 – GENERAL INFORMATION

7.1 TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Bidder to determine whether sales taxes are applicable. The Bidder is liable for any applicable taxes which are not included in the stated bid prices.

7.2 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

7.3 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

7.4 RECORDS/AUDIT

Bidder shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

7.5 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

7.6 PUBLIC ENTITY CRIME INFORMATION STATEMENT

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

7.7 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific Bidders listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

7.8 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subBidders, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Bidder and in the event a finding of discrimination is made and upon written notification thereof, the Bidder shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

7.9 USE OF RFP REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

7.10 FEDERAL-AID REQUIREMENTS & CERTIFICATIONS

Take possession of and comply with all Florida Department of Transportation forms listed Part 3.2 and provided in Part 9. All requirements shall be included in the consultant’s proposal. Consultants shall execute all required certifications. Failure to submit any of the required forms may deem the consultant non-responsive.

7.11 DISADVANTAGE BUSINESS ENTERPRISE PROGRAM

Take possession of the Florida Department of Transportation’s Form 275-030-11, Page 1 of 2 only, provided in Part 9 of this solicitation. Comply with the condition provided and the consultant shall incorporate all requirements in its proposal.

7.12 INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

7.13 PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 8 – SAMPLE AGREEMENT

**DESIGN-BUILD AGREEMENT
BID NO. XXX-XXX PROJECT NO. XXX-XX
MISC SIDEWALK, CURB RAMPS AND BUS STOPS ADA IMPROVEMENTS
LAP 447233-1-58-01**

THIS AGREEMENT entered into and effective this _____ day of _____, 20____, between, <Vendor> (“Contractor”) and City of Gainesville, Florida, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties”.

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **TERM.** This agreement is effective upon execution and continues to the completion of the project identified in **Exhibits 1 & 2.**
2. **REPRESENTATION.** By executing this Agreement, the Contractor makes the following express representations to the City:
 - 2.1 The Contractor is qualified to act as the Contractor for the Project and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project;
 - 2.2 The Contractor shall maintain all necessary licenses, permits or other authorizations necessary to act as such for the Project until the duties hereunder have been fully satisfied;
 - 2.3 The Contractor has become familiar with the Project site and the local conditions under which the Project will to be designed, constructed and operated;
 - 2.4 The Contractor shall prepare all deliverables required by this Agreement, in such manner that they will be accurate, coordinated and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
 - 2.5 The Contractor represents that the deliverables prepared are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations; and
 - 2.6 The Contractor acknowledges that the City’s review of the deliverables in no way diminishes the Contractor’s representations pertaining to the deliverables.
3. **DUTIES OF THE CONTRACTOR.** The Contractor shall have and perform the duties, obligations, and responsibilities as outlined in **Exhibits 1 & 2.**
 - 3.1 The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.
4. **DUTIES OF THE CITY.** The City shall have and perform the following duties, obligations, and responsibilities to the Contractor:
 - 4.1 Provide a written Notice to Proceed.
 - 4.2 Provide Project related data currently in City’s possession.
 - 4.3 Provide timely reviews of deliverables.
 - 4.4 Provide timely responses to questions.
 - 4.5 Provide timely inspections and monitor progress of the work.
 - 4.6 Process invoices in a timely manner.
5. **CONTRACT PRICE.**
 - 5.1 **Compensation.** For performing the Work, the Contractor shall be paid a lump sum that SHALL NOT EXCEED <Bid Price written out> (\$<Bid price numerical>) (the “Contract Price”), unless a Change Order, Field Order or Amendment is issued in accordance this Agreement. The Design Build Bid Proposal (FDOT Form 700-010-65) is attached hereto and incorporated by reference as **Exhibit 3.** Invoices and payments shall be allocated as provided in the Schedule of Values, to be mutually agreed to by the Contractor and City. The Contractor shall invoice the City only for work performed or materials furnished in accordance with this Agreement.

- 5.2 City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).
- 5.3 Title 2 CFR 200.403 is applicable to this Agreement; determination of allowable cost in accordance with Federal cost principles will be performed for services rendered under this Agreement. The City agrees to compensate the Contractor for its services called for in this Agreement, an amount not to exceed per **Exhibit 3**.

6. COMPLIANCE WITH REGULATIONS.

- 6.1 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work. The Contractor shall be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- 6.2 E-Verify Requirement. Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.
- 6.3 The FHWA-1273 Electronic version, dated July 5, 2022 is posted on FDOT'S website at the following URL address <http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf>. The Contractor shall obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. The Contractor shall comply with the provisions contained in FHWA-1273. If FDOT's website cannot be accessed, contact the FDOT's Specifications Office Web Coordinator at (850) 414-4101. The FHWA 1273 must be included verbatim in the final executed contract for all federally funded construction agreements and all Subcontractor agreements. FHWA 1273 is hereby incorporated in this Agreement as **Exhibit 4**.
- 6.4 Comply with Local Agency Program Federal Aid Terms, FDOT Form 375-040-84 attached hereto as **Exhibit 5** in its entirety. In the event the terms of **Exhibit 5** conflict with terms of this agreement, the terms of **Exhibit 5** shall prevail.
- 6.5 For this Agreement, payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in Wage Rate Decision Number FL20230157 – Highway, attached and incorporated as **Exhibit 12**, as modified up through ten days prior to the opening of bids. Contractor shall obtain the applicable General Decision(s) (Wage Tables) through the FDOT's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Contractor may request additional classifications through FDOT's office when needed. For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a contract, refer to the FDOT's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted to the City Engineer or his representative. Contractor may the FDOT's Prevailing Wage Rate Coordinator at (850) 414-4688 if FDOT's website cannot be accessed or there are questions.
- 6.6 **Conflict of Interest.** Neither the Contractor nor their Subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Contractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Contractor, the Contractor, with prior approval of the County, 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 Contractor or the locality relating to such contract, subcontract or arrangement. The Contractor shall insert in each of their subcontracts, the following provision: "No member, officer or employee of the Subcontractor or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof." The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
- 6.7 Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055 (5), Florida Statutes.

7. CONTRACT TIME AND DAMAGES.

- 7.1 **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set forth in the Notice to Proceed to the Contractor by the City. Contract Time for Substantial Completion, as defined in the Contract Documents, is <Contract Time written out> from the date set forth within the Notice to Proceed. Contract Time for Final Completion is **thirty (30) calendar** days after Substantial Completion is met, unless extended in accordance with §218.735(7) (c), Florida Statutes.
- 7.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the City and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion within the time required by this Agreement, the Contractor shall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Substantial Completion. It is further agreed that if such Work has not reached Final Completion within the time required by this Agreement, the Contractor shall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Final Completion.
- 7.3 Within fifteen (15) business days after obtaining Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and City will develop a single list (the "List") of items required to the Work render complete, satisfactory and acceptable. The City shall provide the Contractor a draft of the List within five (5) business days after attaining Substantial Completion. Contractor will notify the City of acceptance of the List or proposed changes to the List within five (5) business days of receipt of the City's proposed List. If the Contractor accepts the List, it shall be deemed delivered upon receipt of said acceptance by the City. If the Contractor proposes any changes, the City shall review said changes and shall deliver the List to the Contractor within five (5) business days of receipt of Contractor's proposed changes. Delivery of the List does not relieve the Contractor of the responsibility for corrective Work or for pending items not yet completed for the Work and any items that are identified after development of the List that are required to correct or complete the Work. The Contractor shall attain Final Completion, including all items outlined in the List, within the timeframe outlined in Paragraph 7.1.
- 7.4 If the City fails to develop the List in the time specified, the Contractor may request payment for all retainage held by the City, less any amounts withheld for incomplete or uncorrected Work, and the City shall pay any remaining undisputed Contract Price, less any amount withheld pursuant to the Agreement for incomplete or uncorrected work, in accordance with Florida's Prompt Payment Act. Furthermore, the time for Final Completion shall be extended in accordance with §218.735 (7) (c), Florida Statutes.
- 7.5 If the Contractor fails in whole or part to cooperate with the City in developing the List, or obligations under the List, the City shall notify the Contractor in writing of its failure to cooperate in developing the List, and the City shall then not be obligated to pay the retainage.
- 7.6 The City shall not be obligated pay the Contractor for amounts that are subject of, or release retainage related to, a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 7.7 In cases of a dispute as to completion of an item on the List, the City may withhold an amount not to exceed 150% of the total cost to complete disputed items.
- 7.8 If the City makes payment of retainage to the Contractor under this Section which is attributed to the labor, services, or materials supplied by one or more Subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those Subcontractors and suppliers.

8. PERFORMANCE AND PAYMENT BONDS.

- 8.1 Within ten (10) business days after signature of this Agreement by the Parties, Contractor shall provide the City with Payment and Performance Bonds, in the forms prescribed as **Exhibits 6 & 7**, in the amount of 100% of the total sum of the Contract Price, the costs of which are to be paid by the Contractor.
- 8.2 If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and City's approval.

- 8.3 In accordance with §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the City at least five (5) calendar days prior to performing any Work. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to City's obligation to make any payments to the Contractor hereunder.
- 8.4 If at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance and payment, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the City.

9. NOTICES.

Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, Contractor and City representatives and addresses are:

City:

City of Gainesville Public Works

PO Box 490

MS 58

Gainesville, FL 32627-0490

Attn: Brian M. Singleton, P.E., Public Works Director

singletonbm@cityofgainesville.org

Contractor:

<Vendor info>

10. WAIVER OF CLAIMS AND CONTINUING OBLIGATIONS.

- 10.1 It is agreed that when all Work has reached Final Completion and has been inspected and approved by the City, or the City's authorized representatives, the Contractor shall furnish to the City the Contractor's Final Affidavit in the form attached hereto as **Exhibit 8**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the City. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that all obligations of the Contractor to others, including but not limited to its consultants, Subcontractors, and suppliers, incurred in connection with the Work have been paid in full. Contractor shall include, with its invoice for final payment, executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 9**, from all laborers, materialmen and Subcontractors defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the City with a written consent from the surety regarding the Work or the payment in question.
- 10.2 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of any payment by the City, nor the issuance of a certificate of substantial completion, nor any use or occupancy of the project or any part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of faulty or defective work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 10.3 The making and acceptance of final payment shall constitute:
- 10.4 A waiver of all claims by the City against the Contractor, other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- 10.5 A waiver of all claims by the Contractor against the City, other than those previously made in writing and still unsettled.

11. INSURANCE.

- 11.1 Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth below. The Contractor shall also require any Subcontractors to provide insurance as set forth below. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 10**. The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor/vendor, its agents, representatives, employees or Subcontractors.
- 11.2 **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.
- 11.3 **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.
- 11.4 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- 11.5 **PROFESSIONAL Liability or Errors and Omissions Liability (E&O).** Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.
- 11.6 **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable). Check box if applicable:**
- 11.6.1 When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- 11.6.1.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- 11.6.1.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.
- 11.7 **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who's employees handle funds):** Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form.
- 11.8 **OTHER INSURANCE PROVISIONS.** The policies are to contain, or be endorsed to contain, the following provisions:
- 11.8.1 **Commercial General Liability and Automobile Liability Coverages.**
- 11.8.1.1 The City of Gainesville, Florida, a Municipal Corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- 11.8.1.2 The Contractor's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.
- 11.8.1.3 **All Coverages.** The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.
- 11.9 **CERTIFICATE HOLDER.** City of Gainesville, Florida, a Municipal Corporation

12. INCORPORATIONS BY REFERENCE AND GOVERNING ORDER OF DOCUMENTS.

- 12.1 All documents listed below, if not contained herein, are hereby incorporated by reference in this Agreement. In cases of discrepancy, the governing order of the documents is as follows:
- 12.1.1 Amendments, Change Orders and Field Orders;
- 12.1.2 This Agreement;

- 12.1.3 RFP Addendums;
- 12.1.4 Exhibit 1, Project Requirements;
- 12.1.5 Exhibit 2, Project Locations;
- 12.1.6 Technical Specifications, Financial Project ID 447233-1-58-01, prepared by City of Gainesville, signed and sealed on 7/24/2023;
- 12.1.7 Contractor's RFP Submittal;
- 12.1.8 Schedule of Values;
- 12.1.9 Schedule of Completion.

13. INDEMNIFICATION.

- 13.1 To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.
- 13.2 The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the City for negligent acts or omissions of the City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

14. PUBLIC RECORDS.

14.1 **General Provisions:** Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Florida has a very broad public records law and certain records of a Contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

- 14.1.1 Keep and maintain public records required by the City to perform the service.
- 14.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 14.1.4 Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 14.1.5 Retain all records for a minimum of five (5) years from the date of final payment made under this agreement.

14.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT E-MAIL clerks@cityofgainesville.org; Phone 352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490**

14.3 **Confidential Information.**

- 14.3.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other

considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as “Confidential Information” or “CI.”

14.3.2 The City shall promptly notify the Contractor/Professional in writing of any request received by the City for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.

14.4 **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the City within a reasonable time.

15. STARTING THE WORK.

15.1 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the City Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various design and construction phases and submittals.

15.2 Pre-Design Conference

Before starting design Work, a Pre-Design Conference will be held to review the approved design schedule and procedures for handling reviews of plan submittals and documentation, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the City Engineer, and/or authorized representatives, and the Contractor.

15.3 Pre-Construction Conference

Before starting construction Work, a Pre-Construction Conference will be held to review the construction schedule and submittal package (See 15.6 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the City Engineer, and/or authorized representatives, the Contractor, and utility company representatives.

15.4 Notice to Proceed

Upon execution of the Agreement, the City Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than forty-five (45) days after the date of execution of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

15.5 Commencement of Time

The Contract Time shall commence on the date when the work is actually started but no later than the date provided in the Notice to Proceed.

15.6 Submittals

The Contractor shall obtain an approved design phase schedule prior to the Pre-Design conference. The Contractor shall provide the following at the Pre-Construction conference; the Surveyor’s License confirmation, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan to be accepted by the City prior to any construction activities along with any other requirements or permits and other submittals required by this Agreement. All submittals must be accepted by the City prior to implementation.

16. OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS.

16.1 All documentation and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project, and with the exception of those sets of Contract Documents, which have been signed in connection with the execution of the Agreement, shall be returned to the City on request upon completion of the project.

16.2 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the City.

17. WORK BY OTHERS.

17.1 The City may perform additional work related to the project by itself, or may enter other contracts for work on the project. The Contractor shall afford the City and/or other Contractor's reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the Contractor's work with theirs.

17.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the City), the Contractor will inspect and promptly report to the City Engineer in writing any defects or deficiencies that render it unsuitable. The Contractor's failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.

17.3 The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City Engineer.

17.4 If the performance of additional work by other Contractors or the City is not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the City or others causes the Contractor additional expense or entitles it to an extension of the Contract Time, it may make a claim as provided in Paragraphs 27 to 29.

18. RESPONSIBLE AGENT.

18.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the City and the Contractor.

18.2 The City Engineer will be the responsible agent for the City. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Contractor.

19. ACCIDENT PREVENTION.

19.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.

19.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent of such conditions.

20. SUBCONTRACTS.

20.1 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City or the City Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the City and the City Engineer, prior to written concurrence by the City Engineer.

20.2 The Contractor will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or to see to the payment due any Subcontractor, except as may otherwise be required by law. The City Engineer may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

20.3 The Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Agreement. Every Subcontractor, by undertaking to perform any of the Work, will thereby be contractually bound to the Contractor by such terms and conditions.

20.4 The Contractor shall shelf-perform a minimum of 40% of the total contract price as the prime Contractor.

21. PHYSICAL AND SUBSURFACE CONDITIONS.

21.1 The City Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

21.2 The Contractor will promptly notify the City Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The City Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the City Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the City Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order or Field Order shall be issued incorporating the necessary revisions.

22. CITY ENGINEER'S STATUS DURING CONSTRUCTION.

22.1 The City Engineer, acting directly or through duly authorized representatives (Project Managers, Inspectors and Consultants) shall be the City's representative during the construction period. All instructions of the City to the Contractor shall be issued through the City Engineer.

22.2 The City Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the City Engineer be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The City Engineer's efforts will be directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents, but City Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of the City Engineer's on-site observations as an experienced and qualified construction professional, the City Engineer will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

22.3 The City Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 24. The City Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 26.3, whether or not the Work is fabricated, installed or completed.

22.4 Neither the City Engineer's authority to act under Paragraph 22 nor any decision made by the City Engineer in good faith to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

23. CITY ENGINEER'S INTERPRETATIONS AND DECISIONS.

23.1 The City Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Contract Price, it may make a claim therefore as provided in Paragraph 28.

23.2 The City Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In this capacity, the City Engineer will exercise best efforts to insure faithful performance by both the City and the Contractor. The City Engineer will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the City Engineer for decisions, which shall render in writing within a reasonable time.

23.3 The Contractor may appeal any written decision made by the City Engineer within fourteen (14) days in accordance with Paragraph 39.

24. TESTS AND INSPECTIONS.

24.1 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the City Engineer timely notice of readiness therefor. The Contractor will furnish the City Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Agreement. The cost of all such inspections, test and approvals shall be borne by the Contractor unless otherwise provided. If any such Work required so to be inspected, tested

or approved is covered up without written approval or consent of the City Engineer, it must, if directed by the City Engineer, be uncovered for observation at the Contractor's expense.

24.2 Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents, shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in Paragraph 31.

24.3 Neither observations by the City Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Agreement requirements of the Contract Documents.

25. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE.

25.1 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the City Engineer any conflict, error or discrepancy that it may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

25.2 The Contractor shall maintain, at all times during its progress, a resident superintendent satisfactory to the City Engineer. The superintendent shall not be replaced without the consent of the City Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor and shall constitute notice under the applicable clauses of this Agreement.

25.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. The surveyor is required to sign, seal and return a form provided by the City certifying the surveyor will be responsible for providing layout. The Contractor will at all times maintain good discipline and order among its employees at the site.

25.4 The City will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their agents or employees or any other persons performing any of the Work.

25.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

26. ACCESS TO THE WORK: UNCOVERING FINISHED WORK.

26.1 The City Engineer and its representatives and other representatives of the City will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

26.2 If any Work is covered contrary to the request of the City Engineer, it must, if requested by the City Engineer, be uncovered for observation and replaced at the Contractor's expense.

26.3 If any Work has been covered which the City Engineer has not specifically requested to observe prior to its being covered, or if the City Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the City Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if Contractor makes a claim therefore as provided in Paragraph 28 and 29.

27. CHANGES IN THE CONTRACT WORK.

- 27.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Order. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraphs 28 and 29 under a Change Order.
- 27.2 The Director or City Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Director or City Engineer entitles the Contractor to an increase in the Contract Price or Contract Time, it may make a claim as provided in Paragraphs 28 and 29.
- 27.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle it to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 27.4 It is the Contractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

28. CHANGE OF CONTRACT PRICE.

- 28.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.
- 28.2 The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, notice of intent to file a claim shall be delivered to the City Engineer in writing within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the City Engineer in writing within twenty (20) days after the conclusion of the event giving rise to the claim unless City Engineer allows additional period of time to ascertain accurate cost data. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Change orders will be approved by the following procedure:
- 28.2.1 The Assistant City Manager, Public Works Director or City Engineer may approve Change Orders that, either cumulatively or individually, increase the Contract Price by up to ten percent of the original Contract Price, provided that such Change Orders do not expand the size (project limits), function (project type) or intended use of the project contained in the Contract Documents and do not exceed the following monetary limits per Change Order:
- 28.2.2 City Engineer - \$20,000
- 28.2.3 Public Works Director - \$50,000
- 28.2.4 Assistant City Manager - \$100,000
- 28.3 The City Manager may approve Change Orders that, either cumulatively or individually, increase Contract Price within the limits of the Contingency; or Change Orders that, either cumulatively or individually, increase the Contract Price by up to ten percent of the original Contract Price provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.
- 28.4 The City Commission has the sole authority to approve Change Orders that increase the Contract Price by more than the limits set forth herein or Change Orders that expand the size, function or intended use of the project contained in the contract documents.
- 28.5 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Price, shall be determined in the following ways:
- 28.5.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 28.5.2 Mutual acceptance of a lump sum or unit price.
- 28.5.3 Cost and a mutually acceptable fixed amount for overhead and profit.

- 28.5.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead, expenses, indirect costs and profit, shall be as follows:
- 28.5.4.1 For all such Work done by the Contractor's own forces, the Contractor may add up to 10% (ten percent) of its actual increase in cost; and.
- 28.5.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of its actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for its combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.
- 28.6 Pay factor adjustments shall be in accordance with details outlined in project manual/technical specifications.
- 28.7 Whenever the cost of any Work is to be determined pursuant to this section, the Contractor shall submit in a form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by complete itemized breakdown:
- 28.7.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of costs.
- 28.7.2 Whenever a change involves the Contractor and one (1) or more subcontractor and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

29. CHANGE OF THE CONTRACT TIME.

- 29.1 Contract Time changes shall be by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, notice of intent to file a claim shall be in writing delivered to the City Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the City Engineer in writing within fifteen (15) days after the conclusion of the event giving rise to the claim. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. The City Manager, Director or designee may approve any extension in Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 29.1.1 It is expressly and specially agreed that the Contractor shall not be entitled to Contract Time Extensions for Milestone Completion Dates for any instance including additional work, weather, or utility delays. The City retains the authority to grant Contract Time Extension for Milestone Complete Dates for any circumstance at its sole discretion.
- 29.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if it makes a claim therefore as provided in Paragraph 29.1. Such delays shall only include acts of neglect by any separate Contractor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the City.
- 29.2.1 Process for tracking and granting Weather Days shall be in accordance with the Technical Specifications. The Technical Specifications are silent on Weather Days then Contract Time shall not be extended for weather. Requests for Weather Days shall be submitted monthly with the Contractor's application for payment. The Contractor's failure to submit a monthly request for Weather Days shall constitute a waiver of Contract Time extensions for weather for all dates prior to submission of the application for payment.
- 29.3 All time limits stated in the Contract Documents are of the essence in the Agreement. The provisions of Paragraph 29 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
- 29.4 Except as provided in a Change Order or Field Order, no financial claim for delay to the project resulting from the Change Order or Field Order approval process will be allowed.

30. NEGLECTED WORK.

- 30.1 If the Contractor should neglect to prosecute the Work in accordance with the Agreement, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Agreement, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

31. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

- 31.1 The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 31.2 If required by written notice of the Director or the City Engineer prior to approval of final payment, the Contractor will promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the City Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of the Contractor's defective Work.
- 31.3 (reserved)
- 31.4 If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated by the Contractor and City with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Paragraph 28.5.4 shall prevail.

32. APPLICATIONS FOR PROGRESS PAYMENTS.

- 32.1 Not more than once a month, the Contractor will submit to the City Engineer for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the City Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at its expense.
- 32.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the City prior to making the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of Subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 32.3 Five percent (5%) of the amount earned through each progress payment will be withheld as retainage.
- 32.4 Each application for payment shall be incomplete and not authorized for payment unless accompanied by the following documents:
- 32.4.1 A certification of payment to Subcontractors on a form provided by the City that all Subcontractors having an interest in the Agreement were paid for satisfactory performance of their Agreements and that the retainage is returned to Subcontractors within 30 days after satisfactory completion of the Subcontractor's work. See Technical Specifications, Section 9-5.6.
- 32.4.2 A waiver of claims, on a form provided by the City, for any and all Subcontractors or materialmen that have furnished a notice of non-payment. The City will honor an exception to this clause when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected Subcontractor.
- 32.4.3 A monthly report on a form provided by the City indicating actual payments (including retainage) made to Disadvantage Business Enterprises (DBEs) for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) Subcontractors and DBE and MBE construction material and major suppliers. See Technical Specification, Section 7-24.4.

- 32.5 The City Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing approval of payment, less any retainage as specified by the Agreement, and present the application to the City's Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the City Engineer in accordance with Florida's Prompt Payment Act.

33. APPROVAL OF PAYMENTS.

- 33.1 The City Engineer's approval of any payment requested in an application for payment shall constitute a representation to the City, based on the City Engineer's on-site observations of the work in progress as an experienced and qualified construction professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of its knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in its approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the City Engineer shall not thereby be deemed to have represented that exhaustive or continuous on-site inspections were made to check the quality or the quantity of the Work; that the means, methods, techniques, sequences and procedures of construction were reviewed; or that any examinations were made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it.
- 33.2 The City Engineer's approval of final payment shall constitute an additional representation to the City that the conditions precedent to the Contractor's being entitled to final payment, as set forth in Paragraph 34 have been fulfilled.
- 33.3 The City Engineer may refuse to approve the whole or any part of any payment if, in their opinion, the City Engineer is unable to make the foregoing representations to the City. The City Engineer may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the City from loss because:
- 33.3.1 The Work is defective.
 - 33.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
 - 33.3.3 The Contract Price has been reduced.
 - 33.3.4 The City has been required to complete neglected Work in accordance with Paragraph 30.
 - 33.3.5 The City has been required to correct defective Work or complete the Work in accordance with Paragraph 31.
 - 33.3.6 Unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 35.

34. FINAL PAYMENT.

- 34.1 Upon notification from the Contractor that the project is complete, the City Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 34.2 After the Contractor has completed any such corrections to the satisfaction of the City Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may receive final payment pursuant to the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Payment Affidavit, Subcontractor/Materialman Waiver of Claims, Final DBE/MBE Reporting and Final Payment Certification to Subcontractors, utilizing forms provided by the City. Nothing in this section waives the rights of the Contractor under Section 255.05(11), Florida Statutes. The City Engineer will execute a Certificate of Completion and recommend final payment.
- 34.3 If, on the basis of the City Engineer's observation and review of the Work during construction, their final inspection and review of the final application for payment, all as required by the Contract Documents, the City Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the City Engineer will, within ten (10) days after Contractor's concurrence of the final application for payment, indicate in writing the City Engineer's approval of payment and present the application to the City Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the City Engineer in accordance with Florida's Prompt Payment Act.
- 34.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the City Engineer so confirms, the City shall, upon certification by the City Engineer, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

35. CLEANING UP.

- 35.1 The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

36. CITY'S RIGHT TO STOP OR SUSPEND WORK.

- 36.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, if the Contractor fails to comply with the Contract Documents or Specifications, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 36.2 The City may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will resume. The Contractor shall resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided the Contractor makes a claim as provided in Paragraphs 28 and 29.

37. DEFAULT AND CITY'S RIGHT TO TERMINATE.

- 37.1 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the City to cure the default. The City Engineer is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the Public Works Director is authorized to provide final termination notice on behalf of the City to the Contractor.
- 37.2 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of the Director or City Engineer, or Contractor otherwise violates any provisions of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials related the Work and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 37.3 Upon thirty (30) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Public Works Director is authorized to provide written notice of termination on behalf of the City.
- 37.4 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.
- 37.5 Where the Contractor's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

38. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE.

- 38.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or an order of court or other public authority, or if the City Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the City fails to pay the Contractor any sum approved by the City Engineer within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed in accordance with the Agreement plus fair and reasonable overhead and profit. In addition and in lieu of terminating the Agreement, if the City Engineer has failed to act

on an application for payment or the City has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the City and the City Engineer, stop Work until it has been paid all amounts then due.

39. DISPUTE RESOLUTION.

- 39.1 Initial Administrative Resolution: The Contractor may appeal to the Director within fourteen (14) days of a written decision made by the City Engineer. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the City Engineer's decision and render any claims or disputes related to the decision waived. Such appeals to the Director shall detail the Contract Document provisions that conflict with the City Engineer's decision. The Director shall review each appeal and the Director and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The Director shall render its decision in writing within thirty (30) days of submission of the appeal; failure of the Director to render a decision within this timeframe shall render the appeal denied.

- 39.2 Secondary Administrative Resolution: The Contractor may appeal to the City Manager within fourteen (14) days of a written decision made by the Director. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the Director's decision and render any claims or disputes related to the decision waived. Such appeals to the City Manager shall detail the Contract Document provisions that conflict with the Director's decision. The City Manager and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The City Manager shall render its decision in writing within forty-five (45) days of submission of the appeal; failure of the City Manager to render a decision within this timeframe shall render the appeal denied. The City Manager's decision shall be the final administrative decision and is a necessary condition precedent for exhaustion of administrative remedies in order to initiate mediation and a lawsuit based on this Agreement.

- 39.3 Mediation: For any disputes, which remain unsolved and have not been waived, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation in Alachua County, Florida to address all unresolved disputes. If the Contractor wishes to contest any decision made by the City Manager, Contractor shall request mediation by providing written notice to the City Engineer within thirty (30) days of the City Manager's written decision. Such notice shall detail the Contract Document provision that conflict with the City Manager's decision. Failure of the Contractor to provide such notice shall constitute the Contractor's acceptance of the City Manager's decision and render any claims or disputes related to the decision waived. The Parties shall submit the dispute to mediation prior to filing, and as a condition precedent to, an action in court, which must be filed within thirty (30) days of conclusion of mediation, or the dispute shall be waived. The City shall provide the Contractor a list of three mediators and the Contractor shall select a mediator from the list. The Parties shall each pay one-half of the mediator's fees and costs. Should any dispute not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law, to extent not waived in accordance with this Agreement.

40. WORKPLACE VIOLENCE.

- 40.1 Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination of the Agreement. Workplace violence means the commission of any of the following acts by a Contractor's employee:
 - 40.1.1 Battery: intentional offensive touching or application of force or violence to another.
 - 40.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

41. DUTIES AND OBLIGATIONS.

The rights and remedies available hereunder, and in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, special guarantee, or other provisions of this Agreement.

42. POLLUTION ABATEMENT.

The Contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of soils, creeks, streams, lakes, wetlands and ponds with fuels, oils, bitumens, chemicals and other harmful materials and shall take necessary measures to minimize soil erosion.

43. INJURY OR DAMAGE TO PEOPLE OR PROPERTY.

Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claims shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

44. HEALTH CONSIDERATIONS.

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.

45. AMENDMENT.

This Agreement may be amended only by written amendment, change order or field order.

46. INDEPENDENT CONTRACTOR.

In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the City.

47. GOVERNING LAW AND VENUE.

The laws of the State of Florida, notwithstanding its conflict of laws provisions, shall govern this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.

48. COMPLETE AGREEMENT.

This Agreement contains the sole and entire agreement between the City and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

49. NON WAIVER.

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

50. SUCCESSORS AND ASSIGNS.

The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

51. NO THIRD PARTY BENEFICIARIES.

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

52. PERMITS.

The Consultant will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

53. STANDARD OF CARE/ERRORS & OMISSIONS.

The services of the Contractor shall be performed with the skill and care which would be exercised by a qualified professionals performing similar service at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering work, the Contractor shall furnish, at his own cost and expense, the rework necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

54. ASSIGNMENT OF INTEREST.

The Contractor and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the City. Therefore, the Contractor hereby assigns to the City any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

55. TRUTH IN NEGOTIATIONS.

The Contractor warrants that the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current at the time of contracting. A copy of the Contractor's Truth-in-Negotiations Certification (FDOT 375-030-30) is hereby incorporated in this Agreement as **Exhibit 11**. The Parties agree that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

56. SEVERABILITY.

It is understood and agreed by the Parties that if any provision of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

57. CONTRACTOR EVALUATION.

When the term of this Agreement is complete or when this Agreement is terminated, the City shall evaluate the Contractor based on the Contractor's performance of this Agreement. The following categories will be evaluated for performance: Staff, Responsiveness, Invoicing, Oversight and Services. The following rating (0-4) will be used: 0 = lowest, unsatisfactory rating; 1 = marginal; 2 = satisfactory; 3 = excellence; 4 = highest, outstanding. The evaluation form further defines each category and is attached as **Exhibit 13**.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CONTRACTOR'S NAME

CITY OF GAINESVILLE, FLORIDA

Print Name: _____

Title: _____

Date: _____

City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

Exhibit 1 –Project Requirements

I. Introduction

Project: Design and construction of new curb ramps, bus boarding & alighting areas, and associated sidewalks in Gainesville, Florida and unincorporated areas of Alachua County. Locations of the curb ramps, bus stops and associated sidewalk are listed below and are illustrated in Exhibit 2, Project Locations.

a. Curb Ramps:

- Zone 10: NE 21st St to NE 26th Ter (31 ramps) –Base Bid
- Zone 2: NW 12th St to NW 7th St (12 ramps) -2nd Alternate Bid
- Zone 5: S Main St to SE 3rd St (36 ramps) -4th Alternate Bid

b. Bus Stop Boarding & Alighting Areas (B&A):

- NW 83rd St from NW 23rd Ave to NW 39th Ave (5 B&As) –Base Bid
- SW 24th Av from SW 17th Rd to SW 75th St (2 B&As) -1st Alternate Bid
- SE 35th St from Hawthorne Rd to SE 21st Av (8 B&As) -3rd Alternate Bid

II. Scope of Services:

1. Provide design and construction for the project including survey, geotechnical investigation, design, acquisition of all permits not acquired by the City, any and all information required to modify permits acquired by the City, utility coordination, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal.
2. Be responsible for compliance with contract documents, governing regulations, design standards, and construction specifications described herein.
3. Demonstrate good Project management practices regarding management of time and resources, documentation and communication while working on this Project.
4. Examine the Contract Documents and the sites of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be communicated in writing to the City Engineer in a timely fashion.
5. Examine boring data and geotechnical data, where available, and make independent interpretation of subsoil investigations and other preliminary data. Proposal shall be based on independent opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the bidder has made an examination as described in this provision.

Final Deliverables:

- 2.2.1.6 Permits, geotechnical data, and utility work schedules.
- 2.2.1.7 Signed and sealed construction plans, details and Supplemental Specifications.
- 2.2.1.8 Construction submittals and material and testing reports.
- 2.2.1.9 Construction of curb ramps, bus stops and associated sidewalk.
- 2.2.1.10 Construction Asbuilts.

III. Contract Duration

The Contract Time shall begin as set forth in the Notice to Proceed to the Contractor by the City. Contract Time for Substantial Completion, as defined in the Contract Documents from the date set forth within the Notice to Proceed is as follows:

1. **Base Bid: One hundred and Eighty (180) calendar days**
2. **Alternate 1 Bid: Fifteen (15) calendar days**
3. **Alternate 2 Bid: Thirty (30) calendar days**
4. **Alternate 3 Bid: Thirty (30) calendar days**
5. **Alternate 4 Bid: Thirty (30) calendar days**

Contract Time for Final Completion is **thirty (30) calendar days** after Substantial Completion is met, unless extended in accordance with §218.735(7)(c), Florida Statutes.

A preliminary schedule supporting the anticipated activities and the contract duration will be submitted with the Technical Proposal. The Contract Schedule will be maintained throughout the duration of the project and include all design and construction related activities associated with the Design Build.

IV. Key Personnel/Staffing

The Contractor's work shall be performed and directed by key personnel identified in the Technical Proposal. Any changes in the indicated personnel shall be subject to review and approval by the City Engineer. The City shall have sole discretion in determining whether the proposed substitutions in key personnel are comparable to the key personnel identified in the Technical Proposal. The Contractor shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

V. Governing Regulations:

The services performed by the Contractor shall be in compliance with all applicable Manuals and Guidelines including the City of Gainesville, Florida Department of Transportation, FHWA, AASHTO and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the below Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place at the date of advertisement of this contract. It shall be the Contractor's responsibility to acquire and utilize all necessary manuals and guidelines that apply to the work required to complete this project.

The services will include preparation of all documents necessary to complete the project as described in this document.

1. Florida Statutes
2. Florida Administrative Code
3. Applicable Federal Regulations
4. City of Gainesville Ordinances and Policies
5. Florida Department of Transportation LAP Manual
6. Minimum Standards for Design, Construction and Maintenance of Streets and Highways (Florida Greenbook)
7. Florida Department of Transportation Design Manual
8. Florida Department of Transportation Roadway Standard Plans
9. Florida Department of Transportation Standard Specifications for Road and Bridge Construction
10. Florida Department of Transportation Flexible Pavement Design Manual
11. Florida Department of Transportation Location Survey Manual
12. AASHTO - A Policy on Geometric Design of Highways and Streets
13. FHWA Manual of Uniform Traffic Control Devices (MUTCD)
14. Florida Department of Transportation CADD Manual
15. Florida Department of Transportation Drainage
16. Florida Department of Transportation Utility Accommodation Manual
17. American Disabilities Act
18. Institute of Transportation Engineers (ITE) – Curbside Management: Practitioners Guide
19. ITE – Context Sensitive Solutions in Designing Major Walkable Urban Thoroughfares: A Context Sensitive Approach Major Urban Thoroughfares for Walkable Communities
20. National Association of City Transportation Officials (NACTO) – Urban Bikeway Design Guide
21. NACTO – Urban Street Design Guide
22. National Cooperative Highway Research Program (NCHRP) Report 672
23. SJRWMD – Permit Information Manual (includes Applicant's Handbook Volume II)
24. SRWMD – ERP Applicant's Handbook Volume II
25. Florida Department of Transportation Florida Erosion and Sediment Control Designer and Reviewer Manual

VI. Design Standards and Construction Specifications

The Contractor shall be responsible for conformance with all applicable City of Gainesville and Florida Department of Transportation Local Agency Program (LAP) requirements, design standards and construction specifications as described herein.

1. Design

Design shall comply with the latest design standards as listed in Section V. The drawings shall be accurate, legible, complete, drawn to the appropriate scale, and furnished in reproducible form on material acceptable to the City.

- a. Replace all ADA curb ramps in accordance with City, and applicable ADA and FDOT standards. Cross slopes shall be designed to not exceed 1.5%.
- b. Provide boarding and alighting areas for the bus stops; the design of the boarding and alighting areas (and sidewalk connections) shall be in accordance with City, and applicable ADA, RTS and FDOT standards. Boarding and alighting area pad dimensions are 5' X 8' to meet ADA minimum requirements. Cross slopes shall be designed to not exceed 1.5%.
- c. The proposed improvements will be designed to be consistent with Florida Greenbook standards. If proposed design elements, other than controlling elements, do not meet the Florida Greenbook criteria, justification for deviations will be documented, justified and presented to the City Engineer for concurrence.

2. Construction

Construction shall comply with the construction specifications as listed in Section V. The FDOT Standard Specifications for Road and Bridge Construction, July 2022 edition; and as modified in the Technical Specifications and any approved Supplemental Specifications.

The Technical Specifications will be provided by the City in the RFP. Any modifications to the Technical Specifications in the form of Supplemental Specifications shall be prepared, signed and sealed by the Contractor's Engineer of Record and submitted for City approval prior to beginning work.

Upon review and approval by the City, the plans and Supplemental Specifications will be stamped "Released for Construction", initialed and dated then returned to the Contractor.

VII. Verification of Existing Conditions

The Contractor shall be responsible for verification of existing site conditions, including field visits, and research of all existing City records and other information.

By execution of the contract, the Contractor specifically acknowledges and agrees that the Contractor is obligated and being compensated for performing adequate investigations of existing site conditions sufficient to support their designs and that any information is being provided by the City is merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

VIII. Geotechnical Services

The Contractor shall be solely responsible for all necessary geotechnical investigative work associated with the design and construction of the Project.

The Contractor shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Contractor has made an examination as described in this provision.

IX. Environmental Permits

The Contractor shall provide reasonable assurance that the construction, alteration, operation, or maintenance of a project, or removal or abandonment of an existing stormwater management system will not cause adverse water quality impacts, water quantity impacts, or flooding impacts to on-site or off-site property.

Although a permit exemption is anticipated for the work at these locations under St. Johns River Water Management District rule 62-330.05, the Contractor shall verify permitting status and requirements, and obtain any necessary permits as part of the scope.

X. Survey

The Contractor shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the City Surveyor in a City approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying and Mapping Procedure, Topic Nos. 550-030-101, and the Surveying and Mapping Handbook.

XI. Drainage

No major drainage improvements are anticipated as part of this project, however, minor ditch, swale or shoulder grading and pipe extensions may be necessary to mitigate any drop offs, ponding and or erosion issues. Curb ramps, bus boarding & alighting areas and associated sidewalk must be designed and constructed so they do not hold water during or after rain events.

XII. Stormwater Pollution Prevention Plans (SWPPP)

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Contractor shall refer Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4) (a) for information in regard to the SWPPP. This SWPPP shall be submitted along with the Contractor's Certification (FDEP Form 62-621.300(4)(b) NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES) at least 15 calendar days prior to beginning construction activities.

XIII. Traffic Control Plans/Permits

The Contractor shall be responsible for preparation of a Maintenance of Traffic plan in accordance with the FDOT Standard Plans and MUTCD. All lane closures, and work that impacts pedestrian and bus routes must be appropriately coordinated and approved by the City. Existing sidewalks must be maintained or be appropriately re-routed to ensure access for pedestrians during construction. Existing bus stops must be maintained or relocated to ensure service to transit riders. Requests for closures or relocation of existing bus stops to facilitate construction must be coordinated and approved by Gainesville Regional Transit System. Maintenance of Traffic requirements are described in the Technical Specifications Section 102. The Contractor shall obtain any and all required traffic control permits from Alachua County Public Works prior to working in the right of way.

Construction noise restriction is in place in residential areas at **10 PM to 8 AM**. Location of mobile and stationary equipment such as air compressors, generators, pumps, etc. shall be as such to cause the least disruption to the residences in the vicinity of the project. All equipment associated with the work but be equipped with noise suppression devices such as mufflers, engine covers, insulation, etc. must be maintained in the original operating condition considering normal wear and must not be removed nor rendered ineffectual.

XIV. Utility Coordination

The Contractor shall be solely responsible for utility coordination during both design and construction phases of the project. The Contractor must follow the FDOT Utility Accommodation Manual procedures and facilitate development of Utility Work Schedules and/or agreements with utility owners to ensure protection of facilities and the resolution of any conflicts. The Utility Work Schedule template will be provided by the City.

The Contractor shall make every attempt to identify existing utilities within the project limits, and to design around the facilities to minimize impacts. Any potential utility conflict shall be physically exposed and/or verified both vertically and horizontally prior to any excavation. Contractor's final plans shall include the location of the existing utilities and any proposed relocations.

The Contractor is responsible for resolving any utility conflict with the proposed construction. The Contractor is liable for all construction delays due to utility conflicts and it's the Contractor's responsibility for any damage done to existing or relocated utilities.

Anticipated utilities and owner contact information is provided below. Contractor shall confirm current contacts and coordinate appropriately.

Utility Type/Facility Type	Owner	Contact Information
Water/Sewer	GRU	Jimmy Jones 352-393-1626
Electric	GRU	Rene Zamot-Ayala 353-334-6039
Gas	GRU	Phillip Lancaster 352-334-6078
Telecommunications	GRU	Michael Chappell 352-393-6923
Cable	Cox Communications	Randy Ehlers 352-363-7895
Telecommunications	AT&T	Kirby Spencer 386-366-4588

XV. Plan Submittals

Prepare construction plans necessary for the construction of ADA compliant curb ramps, bus boarding and alighting areas and sidewalks as described herein.

While the City acknowledges that not every work location will require the same level of complexity in plans development, basic details with some field engineering may be adequate to properly construct some of the curb ramps, bus boarding and alighting areas and sidewalks.

With that said, a **Preliminary Submittal** shall include at a minimum an evaluation of the existing location(s) with a simple description and sketch of the proposed improvements. For example, the Preliminary Submittal may include a simple narrative to support a typical detail with a reference to the FDOT Standard Plan detail, on a single 11" X 17" plan sheet. The Preliminary Submittal shall be submitted to the City Engineer in .pdf format. Once the Preliminary Submittal is approved by the City, the Engineer may proceed to the Final Submittal phase.

The **Final Submittal** shall consist of a plan view and section view, as well as demolition, erosion and sedimentation, temporary traffic control, utility adjustments, and any grading details necessary to construct the curb ramps, bus boarding and alighting areas and sidewalks. Utility Work Schedules will also be necessary to document work by the utility owners.

The final plans shall be developed utilizing Computer Aided Drafting and Design (CADD) systems and submitted in both AutoCAD and .pdf formats.

The Contractor shall coordinate submittals in accordance with the approved contract schedule and as appropriate to facilitate construction within the project timeline.

Final Submittal documents including final plans and specifications shall be submitted to the City Engineer for review and approval.

The City Engineer will distribute the documents to the appropriate staff for review and comments. Once all comments have been satisfactorily resolved as determined by the City, the plans and specifications will be stamped as "Released for Construction", initialed and dated before returning to the Contractor.

The contract schedule should allow **14 calendar days** review time for the City's review of each submittal. The review time will begin upon receipt of a complete submittal.

The City's review is not meant to be a complete and detailed review. Only plans denoted as "Released for Construction" are valid and all work performed in advance of the City's release for construction will be at the Contractor's risk. The review period commences upon the City's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Contractor.

No failure by the City in discovering details in the submittal that were "Released for Construction" and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for the Contractor's entitlement to additional monetary compensation, time, or other adjustments to the contract. The Contractor shall cause the Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the City and all revisions are subject to the City's approval.

XVI. Requirements to Begin Construction:

1. The City's indication that the signed and sealed plans and specifications are "Released for Construction" authorizes the Contractor to proceed with construction in accordance with the Agreement and the plans and specifications. The City's review of submittals and subsequent "Released for Construction" is to assure that the Contractor's Engineer of Record has approved and signed the submittal, the submittal has been independently reviewed, and the submittal is in general conformance with the contract documents. Construction shall not commence prior to the City stamping the plans as "Released for Construction".
2. Obtain all permits and utility agreements, and provide a minimum of 5 business days' notice prior to beginning construction work in each area or the project.

XVII. Meetings and Progress Reporting

The Contractor shall anticipate and participate in periodic meetings as indicated below with the City and other agencies to facilitate the work.

1. Scoping
2. Design and Construction Technical Review
3. Utility Coordination
4. Maintenance of Traffic Coordination
5. Permit Agency Coordination
6. Other

XVIII. Quality Management Plan

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Contractor under this contract. The Contractor shall provide a Design Quality Management Plan (QMP), which describes Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract.

The Contractor shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

XIX. Schedule of Values

The Contractor is responsible for submitting invoices/pay applications as a request for payment. Requests for payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values mutually agreed upon by the Contractor and City. No payments will be made without an approved schedule of values.

Upon receipt of the request for payment, the City Engineer will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. Final payment will be made upon final acceptance of the project by the City.

Exhibit 2- Project Locations

ADA IMPROVEMENTS - FDOT Transportation Alternatives Grant

Revised 7/12/23

RTS STOPS	
Location	Stop #
BASE - NW 83rd St	521
(NW 23rd Ave to NW 39th Ave)	998
	1001
	1002
	1005

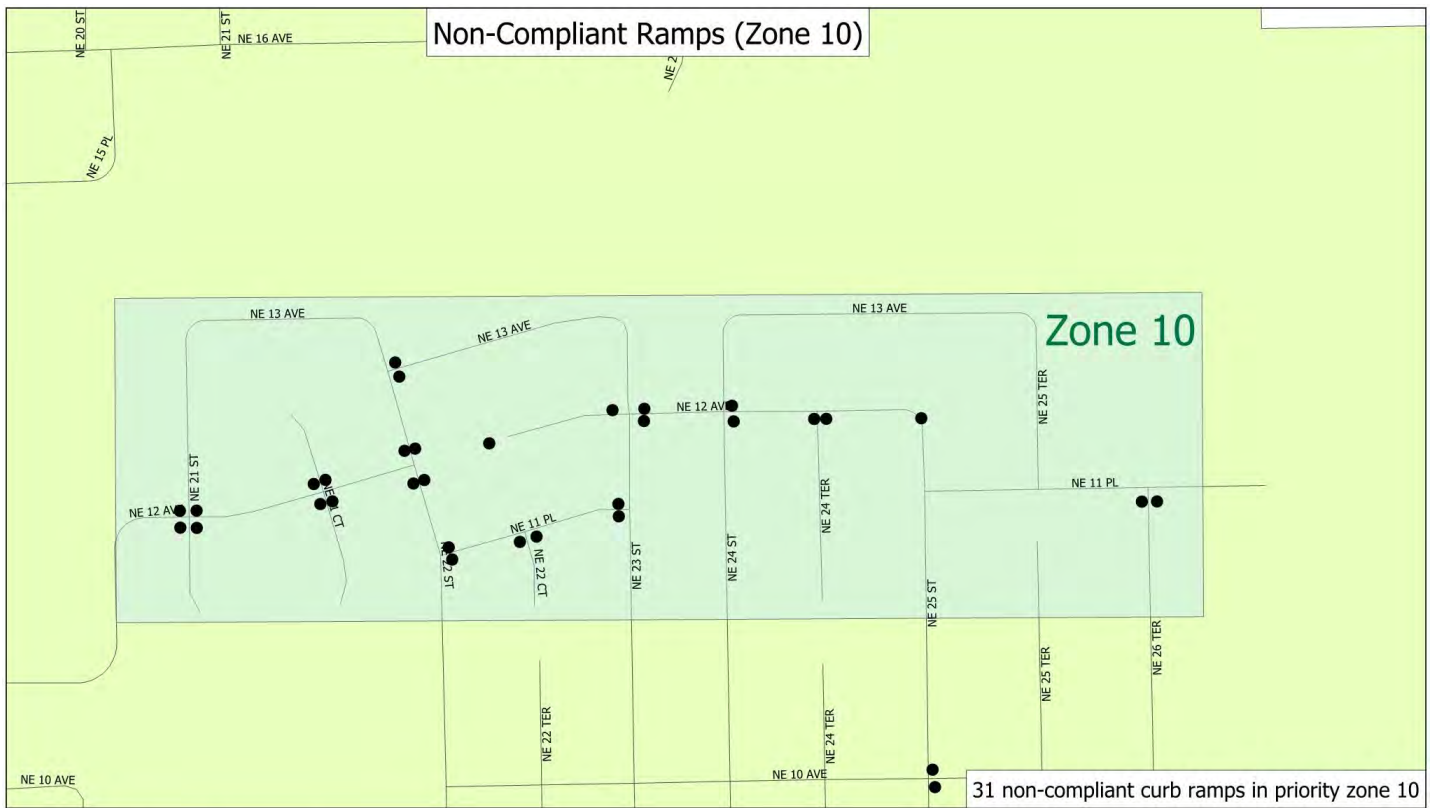
Location	Stop #
1st ALT - SW 24th Ave	1053
(SW 17th Rd to SW 75th St)	1054

Location	Stop #
3rd ALT - SE 35th St	316
(Hawthorne Rd to SE 21st Ave)	317
	319
	320
	331
	332
	333
	334

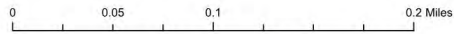
SIDEWALK CURB RAMPS	
Location	Number of Ramps
BASE - Zone 10	31
(Cedar Grove)	

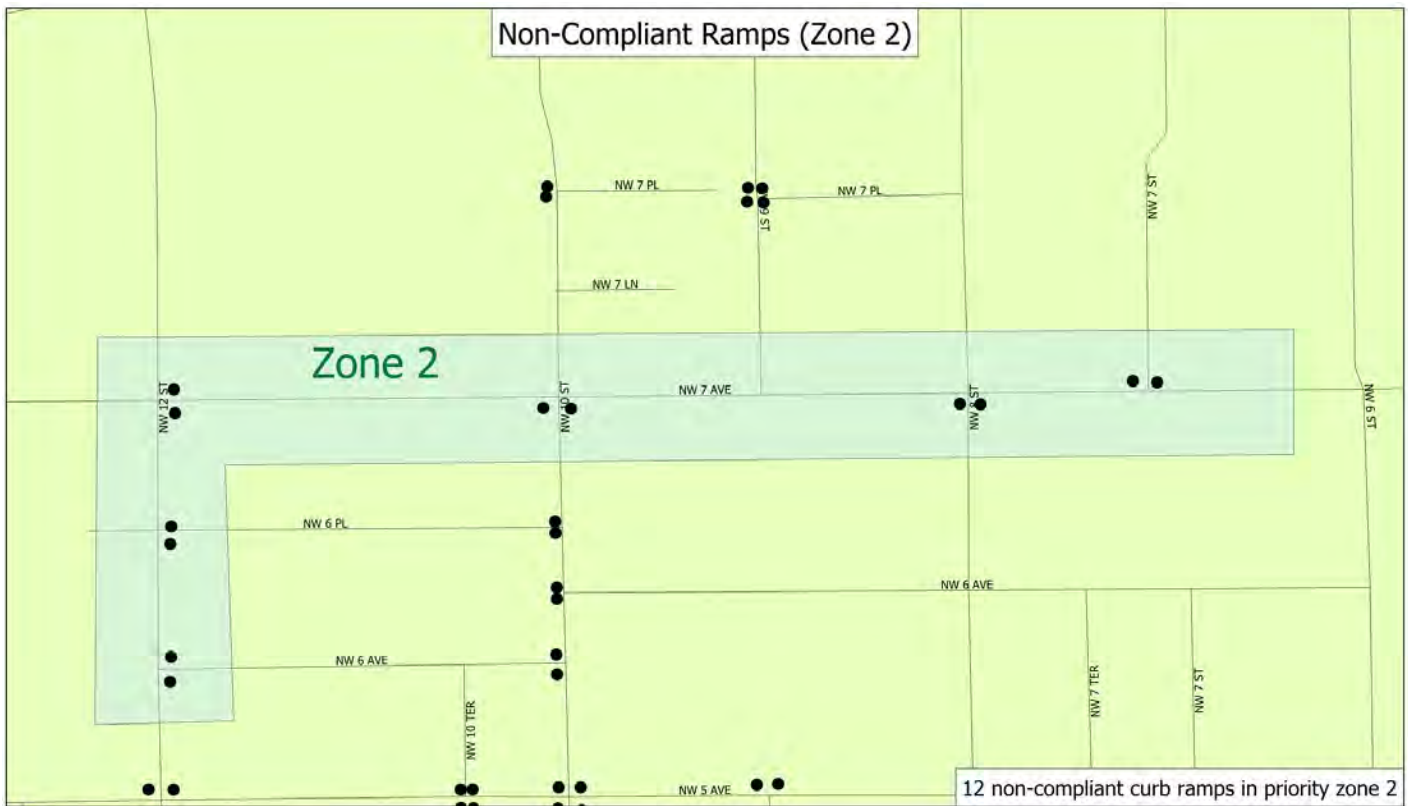
Location	Number of Ramps
2nd ALT - Zone 2	12
(5th Ave Neighborhood)	

Location	Number of Ramps
4th ALT - Zone 5 (rev)	36
(Downtown)	

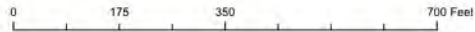


- Non Compliant Ramps- City Maintained
- Funded High Priority Zones
- City Streets





- Non Compliant Ramps- City Maintained
- Funded High Priority Zones
- City Streets





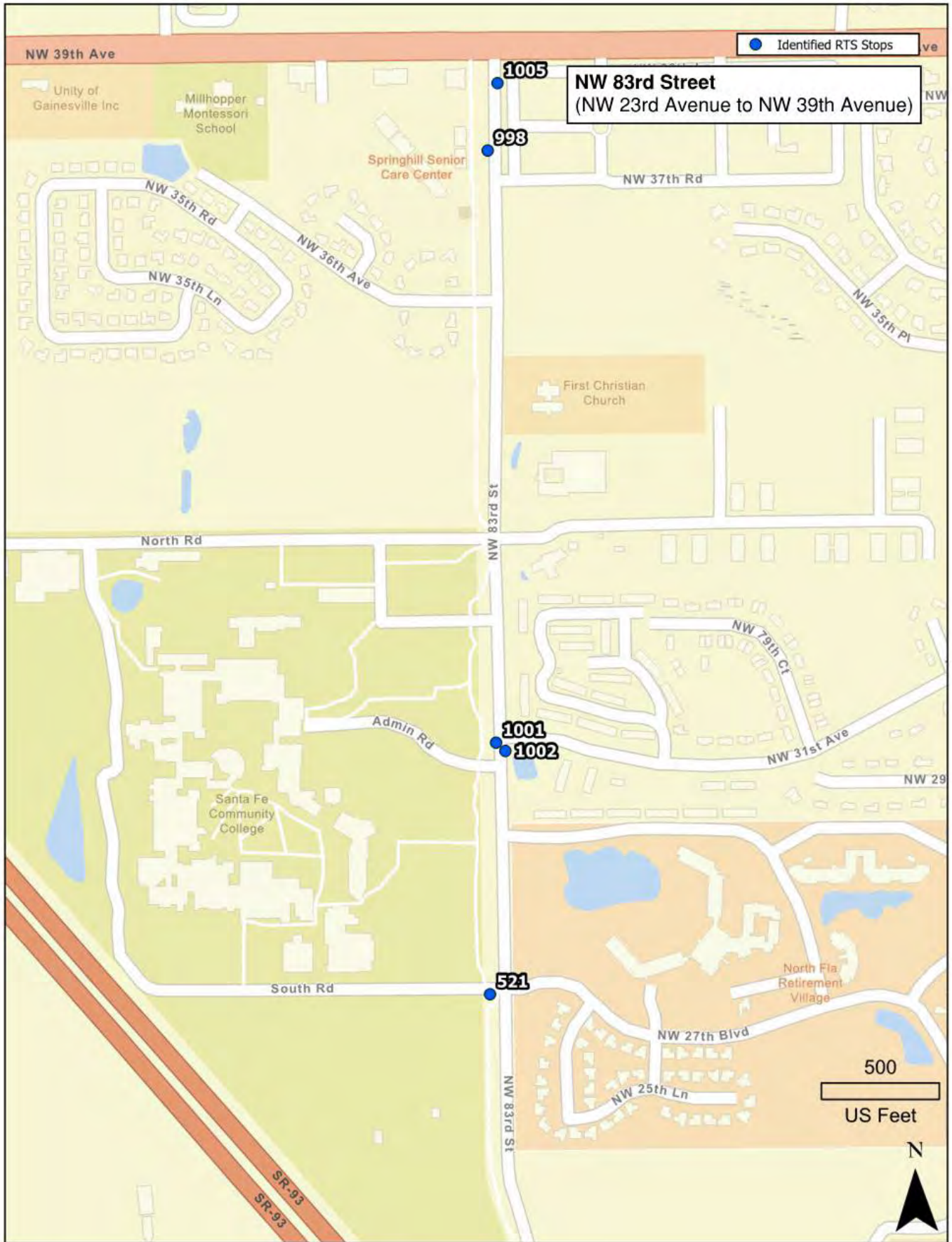






Exhibit 3 - FDOT Form 700-010-65 rev

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN-BUILD BID PROPOSAL FORM

700-010-65
CONSTRUCTION
08/18

CONTRACT NO: _____

F P I D : _____

PROJECT LOCATION/DESCRIPTION: _____

The Design Build-Firm is required to state the proposed Contract Time and a Lump Sum (LS) price and submit to _____

Base Bid:

Proposed Time to Substantial Completion: 180 calendar days
Proposed LS Price: \$ _____

Alternate 1 Bid:

Proposed Time to Substantial Completion: 15 calendar days
Proposed LS Price: \$ _____

Alternate 2 Bid:

Proposed Time to Substantial Completion: 30 calendar days
Proposed LS Price: \$ _____

Alternate 3 Bid:

Proposed Time to Substantial Completion: 30 calendar days
Proposed LS Price: \$ _____

Alternate 4 Bid:

Proposed Time to Substantial Completion: 30 calendar days
Proposed LS Price: \$ _____

TOTAL LS PRICE: \$ _____

DESIGN-BUILD FIRM NAME: _____

DESIGN-BUILD FIRM VENDOR NO: _____

DESIGN-BUILD FIRM ADDRESS: _____



DESIGN-BUILD FIRM

SIGNATURE _____

PRINTED NAME _____

TITLE _____

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency; 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
5/22
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- "The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."
- Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

375-040-84
PROGRAM MANAGEMENT
5/22
Page 3 of 3

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Exhibit 6 - PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):
PRINCIPAL BUSINESS ADDRESS (No PO Box):
TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation
PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601
TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:
DATE EXECUTED:
AMOUNT:
GENERAL DESCRIPTION:
STREET ADDRESS OF PROJECT:
PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:
DATE:
AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with the City, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) : _____

Printed Name:

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

Exhibit 7 - PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with City, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract; and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such

changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20 _____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

_____ By: _____

Witnesses as to Contractor Name: _____ Title: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20 ___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE:

E1-1.

Exhibit 8 - CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA
CITY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Contract No. <XX> ("Contract") with the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for *Bid No. <XX>; Project No. <XX>, <Project Name>, Contract No. <XX>*, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida

CONTRACTOR:

PROJECT: Contract No. <XX> (“Contract”) for labor, materials, and services for *Bid No. <XX>; Project No. <XX>, <Project Name>*.

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____ (insert date) to _____, on the job of the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant: _____

By: _____

(Name)

Title: _____

(Print Title)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced

_____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

Exhibit 10 - Certification of Insurance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date

Exhibit 12 Wage Rate Decision

"General Decision Number: FL20230157 01/06/2023

Superseded General Decision Number: FL20220157

State: Florida

Construction Type: Highway

County: Alachua County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

LABORER: Common or General.....	\$ 8.94 **	0.00
LABORER: Grade Checker.....	\$ 13.52 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81 **	0.00
LABORER: Pipelayer.....	\$ 14.34 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.63 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.70 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.38 **	0.00
OPERATOR: Bulldozer.....	\$ 15.74 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 20.38	0.00
OPERATOR: Curb Machine.....	\$ 19.33	0.00
OPERATOR: Drill.....	\$ 14.71 **	0.00
OPERATOR: Forklift.....	\$ 11.68 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.89	0.00
OPERATOR: Loader.....	\$ 13.03 **	0.00
OPERATOR: Mechanic.....	\$ 16.68	0.00
OPERATOR: Milling Machine.....	\$ 14.76 **	0.00
OPERATOR: Oiler.....	\$ 14.92 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.35 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00

OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 11.80 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 13.76 **	0.00
OPERATOR: Trencher.....	\$ 19.99	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.02 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.55 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.64 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.42 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

Exhibit 13: Performance Evaluation

**PERFORMANCE EVALUATION
PROFESSIONAL SERVICES/CONSULTANT (PROVIDER)**

Completed by: _____ Date: _____
 (City's Contact - Ext.)
 Would you recommend using this Provider for future projects? YES NO

Project Title: _____
 Services Provided: _____
 Provider Name: _____
 Project Start/End Date: _____
 Project Amount: _____

\$ The performance evaluation can be used as a guide to assist the City and/or Provider with performance/production on future projects. All areas/aspects of the Provider's performance should be recorded – both positive and negative, particularly outstanding Provider performance that goes above and beyond contractual requirements or expectations.

An evaluation of the Provider's performance will be conducted prior to exercising an option on a contract and/or completion of a contract (project). The following ratings (0 – 4) shall be used:
 0 = the lowest, unsatisfactory rating; 1 = marginal; 2 = satisfactory; 3 = excellent; 4 = highest, outstanding rating.

		1-2-3-4 RATING	TOTAL	Possible
	PERFORMANCE			
	Rate performance on Provider's response to requests or needs in the following areas:			
STAFF	Staff perform in a professional manner - Is sincere in desire to serve - Anticipates the City's requirements - Good Customer service, reliable, keeps promises - Cooperative and receptive to comments and ideas - Positive attitude - Demonstrated willingness to identify with the City's project goals and objectives - Asks questions for clarity		0	28
RESPONSIVENESS	Overall responsiveness - Returning phone calls or emails - Meetings requests - Responds positively in emergencies - Providing documentation and/or information - Respond to needs/requests - Supplying reports		0	24
INVOICING	Invoices correctly - Timely and in compliance with the contract - Rates in accordance with the contract or project proposal - Description of project and work performed		0	12
OVERSIGHT	Overall project oversight during the life of project - Remained within Budget - Few or no project change orders - Meeting project deadlines - Current with all required certifications, licenses, etc. - Obtained all necessary project permits - Provided appropriate project oversight		0	24
SERVICES	Overall quality of services during the life of project - At the start of the project - At the end of the project - Staff turnover rate		0	12
	TOTALS		0	100
	MAXIMUM POSSIBLE SCORE			100
	OVERALL RATING			0%

Your comments are encouraged and can be included below or attach additional information/backup documentation as needed.
 Please keep comments within designated width (column A to E). Tab to the next line as necessary.

PART 9 – EXHIBITS

The following documents/forms are included in this section:

- 1) Drug-Free Workplace Form
- 2) Bidder Verification Form
- 3) Customer History Form
- 4) Reference Form
- 5) Responsible Agent Form
- 6) Proposed Subcontractor's Form
- 7) Project Manager and Superintendent or Owner's Experience form (if required as specified in Section 2.3)
- 8) LAP Certification of Current Capacity - **FDOT Form 525-010-46**
- 9) Non-Collusion Declaration and Compliance with 49 CFR 29 - **FDOT Form 575-060-13**
- 10) Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts -
FDOT Form 375-030-33
- 11) Disclosure of Lobbying Activities - **FDOT Form 375-030-34**
- 12) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –**FDOT Form 375-030-32**
- 13) Bid Opportunity List - **FDOT Form 375-040-62**
- 14) DBE Bid Package Information - **FDOT Form 275-030-11 – Page 1 of 2 only.**
- 15) Professional Services Commitment - **FDOT Form 375-030-83**
- 16) Conflict of Interest/Confidentiality Certifications - **FDOT Form 375-030-50**
- 17) Low Bid Design Build Technical Proposal - **FDOT Form 700-010-21**
- 18) E-Verify Certification Form

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Bidder)

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

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

Bidder's Signature

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

BIDDER VERIFICATION FORM

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES NO (refer to Part 1, 1.5, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#_____)

If the answer is "NO", please state reason why: _____

This page must be completed and uploaded to DemandStar.com with your Submittal.

CUSTOMER HISTORY

Name of Bidder: _____

Provide a list of prior customers **for similar services** that your bidder has provided within the last five (5) years. Copy form as necessary.

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

This page must be completed and uploaded to DemandStar.com with your Submittal.

REFERENCE FORM

Name of Bidder: _____

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2018 to 12/2021): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

#2 Year(s) services provided (i.e. 1/2018 to 12/2021): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

#3 Year(s) services provided (i.e. 1/2018 to 12/2021): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

RESPONSIBLE AGENT FORM

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

This page must be completed and uploaded to DemandStar.com with your Submittal, if the Living Wage Ordinance applies to bidder.

PROPOSED SUBCONTRACTORS FORM

Name of Bidder: _____

This form is for all Subcontractors being utilized on this project.

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

Name of Contractor: _____

Address: _____

Scope of Work to be Performed: _____

Total \$ Value: \$ _____ % of Total BID/RFP: _____ %

If additional space is required for your subcontractor listing, make copies of this form and submit with you bid package.

This page must be completed and uploaded to DemandStar.com with your Submittal, if the Living Wage Ordinance applies to bidder.

PROJECT MANAGER AND SUPERINTENDENT OR OWNER'S EXPERIENCE

<u>NAME AND TITLE</u>	<u>ROLE IN THIS PROJECT</u>	<u>YEARS EXPERIENCE</u>	
		TOTAL	WITH THIS FIRM
<u>RELEVANT PROJECTS</u>			
1. <u>PROJECT TITLE AND LOCATION</u> (city and state)		<u>YEAR COMPLETED</u>	
<u>BRIEF DESCRIPTION</u> (Brief scope, size, costs, etc.) and <u>SPECIFIC ROLE</u> <input type="checkbox"/> Check if project completed with current firm			
2. <u>PROJECT TITLE AND LOCATION</u> (city and state)		<u>YEAR COMPLETED</u>	
<u>BRIEF DESCRIPTION</u> (Brief scope, size, costs, etc.) and <u>SPECIFIC ROLE</u> <input type="checkbox"/> Check if project completed with current firm			
3. <u>PROJECT TITLE AND LOCATION</u> (city and state)		<u>YEAR COMPLETED</u>	
<u>BRIEF DESCRIPTION</u> (Brief scope, size, costs, etc.) and <u>SPECIFIC ROLE</u> <input type="checkbox"/> Check if project completed with current firm			
4. <u>PROJECT TITLE AND LOCATION</u> (city and state)		<u>YEAR COMPLETED</u>	
<u>BRIEF DESCRIPTION</u> (Brief scope, size, costs, etc.) and <u>SPECIFIC ROLE</u> <input type="checkbox"/> Check if project completed with current firm			
5. <u>PROJECT TITLE AND LOCATION</u> (city and state)		<u>YEAR COMPLETED</u>	
<u>BRIEF DESCRIPTION</u> (Brief scope, size, costs, etc.) and <u>SPECIFIC ROLE</u> <input type="checkbox"/> Check if project completed with current firm			
6. <u>PROJECT TITLE AND LOCATION</u> (city and state)		<u>YEAR COMPLETED</u>	
<u>BRIEF DESCRIPTION</u> (Brief scope, size, costs, etc.) and <u>SPECIFIC ROLE</u> <input type="checkbox"/> Check if project completed with current firm			

This page must be completed and uploaded to DemandStar.com with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
08/20
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

Title

This page must be completed and uploaded to DemandStar.com with your Submittal

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts, whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.				TOTALS	\$0.00	\$0.00
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00

This page must be completed and uploaded to DemandStar.com with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)
_____ of _____
(TITLE) (FIRM)
of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 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. 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 has 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom 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 it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Nonprocurement List.

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 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 and 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 voluntary 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.

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

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

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

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

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

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

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: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a 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 Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
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 available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBE's**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtml>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
 FOR CONSULTANT/CONTRACTOR
 SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT**

375-030-50
 PROCUREMENT
 OGC-1/20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOW BID DESIGN-BUILD TECHNICAL PROPOSAL

700-010-21
CONSTRUCTION
04/18
Page 1

RFP Number: _____ FPN Number: _____

Project Name: _____

Design-Build Firm Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Proposed responsible office location for firm: _____

Contact person: _____ Phone: _____

Contact email: _____

Firms: Please be aware that all font (including in graphics, tables, and captions on photos) must remain standard to form design: Times New Roman, 10 point, single line spacing with no modification of font or spacing allowed. Paper size 8½ X 11, single-sided, maximum of 4 pages of text. One additional page of photos/graphics/renderings may be attached or included in a PDF Package. One half inch clear margin on all sides must be maintained on all pages. Character styling such as use of color, bold, and italics is allowed. It is the Firm's responsibility, due to font and format restrictions within this Form, to work within the constraints of the form and its format. After pasting your proposal into this Form, highlight all text and ensure the font size of Times New Roman, 10 point was retained. Recreation of the Form in another software application to modify the Form format is not permitted. The page layout may be modified to add columns, tables, graphics, and photos.
*Please retain the source document as it may be requested at a later date in the procurement, to verify adherence with aforementioned restrictions.

Note:

Provide the prequalification held by the Lead Contractor, the Lead Consultant and any proposed subconsultants on page 2 and 3 of this form.

Use pages 4 thru 7 of this form to provide the following information or information as amended by the Request for Proposal.

1. Proposed Approach and understanding of project
2. Proposed Key Personnel and proposed roles (do not incl resumes)
3. Responsible Office
4. Proposed Schedule

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOW BID DESIGN-BUILD TECHNICAL PROPOSAL

700-010-21
 CONSTRUCTION
 04/18
 Page 3

Prequalification of Lead Consultant and any proposed Subconsultants by advertised type(s) of work:

Firm Name		Project Advertised Work Types											
Subconsultants		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOW BID DESIGN-BUILD TECHNICAL PROPOSAL

700-010-21
CONSTRUCTION
04/18
Page 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOW BID DESIGN-BUILD TECHNICAL PROPOSAL

700-010-21
CONSTRUCTION
04/18
Page 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOW BID DESIGN-BUILD TECHNICAL PROPOSAL

700-010-21
CONSTRUCTION
04/18
Page 6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOW BID DESIGN-BUILD TECHNICAL PROPOSAL

700-010-21
CONSTRUCTION
04/18
Page 7

E-VERIFY CERTIFICATION FORM

If awarded:

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

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

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

This page must be completed and uploaded to DemandStar.com with your Submittal

**GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

RFP #: PWDA-240009-DH

DUE DATE: September 29, 2023
@ 3:00 pm

**PROPOSAL TITLE: Miscellaneous Sidewalk, Curb Ramp and Bus Stop ADA Improvements
DESIGN-BUILD LAP 447233-1-58-01**

IF YOU DO NOT BID

If you choose to not bid, please complete this form, and either upload it into DemandStar.com or email to the procurement specialist. Your responses will assist the City in developing future solicitations, your responses will remain anonymous and will be aggregated into a spreadsheet for analysis purposes only.

Check the appropriate responses and provide additional information that may help the City develop future solicitations.

1. _____ The solicitation time-frame was too short
2. _____ My company did not learn of this solicitation until it was too late to develop a response
3. _____ My company's work load did not allow time to develop a submittal
4. _____ If awarded, my company's work load could not support this project
5. _____ Specifications were not clear
6. _____ My company does not handle this type of work
7. _____ My company does not submit responses to Municipalities
8. _____ Have experienced delays in payments from Government agencies in the past
9. _____ Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?
Explain: _____
10. _____ If the City were to rebid this solicitation, would your company be interested in responding?
11. _____ Please provide any additional information regarding this solicitation that may help us develop our next steps in fulfilling the City's needs for this project.

Bidder Name: _____

Address: _____

Is your company a certified City of Gainesville small business? YES NO

Is your company a certified City of Gainesville service-disabled veteran business? YES NO