

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND STANTEC CONSULTING SERVICES, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE DECKING REPLACEMENT OF THE 112<sup>TH</sup> STREET BRIDGE IN AN AMOUNT NOT TO EXCEED \$103,435.48; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) previously approved the ranking from the Request for Qualifications (RFQ) for Professional Design Services For The Design Of The 112<sup>th</sup> Street Bridge on November 14, 2023 with Stantec Consulting Services Inc. (the “Contractor”) being the highest ranked; and

**WHEREAS**, the City began negotiations with the highest ranked firm and agreed upon the required hours and fees for the work. The negotiation resulted in a contract in the amount of \$103,435.48, which meets all the requirements for the project.; and

**WHEREAS**, as part of our LAP agreement with FDOT for this project, FDOT will reimburse the City \$97,000,00 for this portion of the work.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

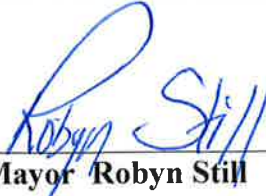
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Contract between the City and the Contractor for the construction of the Project in an amount not to exceed \$103,435.48, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, THIS 14<sup>th</sup> DAY OF MAY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor Robyn Still**


AYES: Gonzalez, Matlock, Smith, Landry, Still  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
Steve Williams, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MARATHON  
AND  
Stantec Consulting Services, Inc.  
FOR**

**Design Services for the Bridge Deck Replacement of the 112<sup>th</sup> Street Bridge  
FM Nos. FM 449645-1-38-01**

**THIS AGREEMENT** is made between Stantec Consulting Services, Inc., a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Engineering Design Services for the design of the bridge decking replacement of the 112<sup>th</sup> Street Bridge Replacement Project (the "Project"); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit "A," attached to this Agreement and incorporated herein by this reference.
- 1.2 The "Scope of Services" includes breakdown of tasks, timelines and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 31, 2025 unless earlier terminated in accordance with Paragraph 8 herein or completion of the project. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
- 2.2 The Consultant agrees that time is of the essence and the Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in accordance with Federal cost principals as indicated below:

X A lump sum amount of **\$103,435.48** regardless of the number of hours or length of time necessary for the Consultant to complete the Scope of Services. The Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, the Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

N/A On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to the Consultant shall not exceed **\$xxxxxx**, without the prior written approval of the City. The Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement shall not be reimbursed.

N/A Specific rates of compensation: Provides for reimbursement on the basis of direct labor hours at specified hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum or not to exceed amount. Shall only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement. This method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as CEI services.

- 3.2 The City shall pay the Consultant in accordance with the Florida "Prompt Payment Act." FS CH 218 Part VII
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager, whose decision shall be final.

- 3.4 The Consultant hereby acknowledges that the computation of all overhead rate and direct salary wages comply with the requirements of 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 The City shall furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by the Consultant, in possession of the City.
- 5.2 The City shall arrange for access to and make all provisions for the Consultant to enter upon real property as required for the Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at the Consultant's sole expense, immediately correct the work.
- 6.2 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 Consultant 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.
- 6.3 The Consultant shall comply with the terms and provisions of the "Local Agency Program Federal-Aid Terms for Professional Services Contract, form # 375-040-84, **Exhibit B** attached.
- 6.4 The Consultant shall provide cooperation with the Inspector General required by section 20.055(5) FS and LAP Agreement 17.o.
- 6.5 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the

CONSULTANT or its subconsultants, or both. The Consultant shall comply with the requirements of section 337.015, F.S. Claims against the Consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued.

- 6.7 No member, officer or employee of the Recipient 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

7. **Conflict of Interest.**

- 7.1 Neither the City nor any of its consultants, contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the City 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 City, the City, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City or the locality relating to such contract, subcontract or arrangement. Contractor shall abide with the provisions of 23 CFR 1.33 and 23 CFR 172.7(b)(4)
- 7.2 No member, officer or employee of the City 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.
- 7.2 The consultant shall execute FDOT form 375-030-50, attached to the RFQ, and said form shall be incorporated into this agreement.

8. **Termination.**

- 8.1 In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the CITY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

- 8.2 Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

Upon receipt of the City's written notice of termination, the Consultant shall stop work on the Project.

- 8.3 Termination for Cause and Remedies: In the event of breach of any contract terms, the CITY retains the right to terminate this Agreement. The CITY may also terminate this agreement for cause with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the CITY shall provide CONSULTANT with five (5) calendar days' notice and provide the CONSULTANT with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract; however, the CITY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.
- 8.4 Termination for Convenience: The City may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONSULTANT. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract. The maximum amount due to CONSULTANT shall not exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.
- 8.5 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.3 herein.
- 8.6 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and shall have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law for Worker's Compensation, and the following limits for Employer Liability Insurance:

Each Accident \$100,000  
Disease - Each Employee \$100,000  
Disease - Policy Limit \$500,000

- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The insurance certificate shall indicate "per occurrence."

- 9.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.

- 9.5 The Consultant shall furnish Certificates of Insurance to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. If the insurance policies expire during the term of the contract, a renewal certificate shall be furnished to the City thirty (30) days prior to the renewal date.

10. **Nondiscrimination.**

- 10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants



are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Consultant shall defend, indemnify, and hold harmless the City, and the Department its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City and or the Department for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.
- 12.2 To the extent permitted by law, the Consultant shall indemnify 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 Consultant, 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 Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by

Consultant to indemnify City for the negligent acts or omissions City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant 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.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

### 13. FHWA REQUIREMENTS

- 13.1 **PUBLIC ENTITY CRIMES ACT-** In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a consultant, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to the City, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to the City, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Consultant shall result in rejection of the Proposal, termination of the contract, and may cause Consultant debarment.
- 3.2 **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- 3.3 **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 3.4 **LOBBYING AND CONFLICT OF INTEREST CLAUSE:** Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

- 3.5 **CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS.** Any person submitting a bid or proposal in response to this invitation must execute the enclosed CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 3.6 **CERTIFICATION FOR TRUTH IN NEGOTIATION FOR FEDERAL AID CONTRACTS.** Any person submitting a bid or proposal in response to this invitation must execute the enclosed TRUTH IN NEGOTIATION CERTIFICATION and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 3.7 **FINANCIAL AND LITIGATION INFORMATION.** Failure to submit the information as outlined in Section 1.09 CONTENT OF SUBMISSION, TAB 5, page 8 and 9 in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

14. **Notices/Authorized Representatives.**

- 14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: George Garrett, City Manager  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to: City Attorney  
Steven T. Williams  
9805 Overseas Hwy  
Marathon, FL 33050

For The Consultant: Christopher Gamache  
Stantec Consulting Services, Inc.  
380 Park Place Blvd, Ste 300  
Clearwater, FL 33759-4928

15. **Governing Law.**

- 15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this

Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

16. **Entire Agreement/Modification/Amendment.**

- 16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 16.2 All conditions and related information in the RFQ, found as Exhibit C attached, for this project are incorporated in this agreement.
- 16.3 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. **Ownership and Access to Records and Audits.**

- 17.1.1 Access to Public Records. The CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

- 17.1.2 The "CONSULTANT" as defined by Section 119.0701(1)(a), Florida Statutes, shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City Clerk, 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.
- 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 CONSULTANT does not transfer the

records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

17.1.3 Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

17.1.4 Should the CONSULTANT assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.

17.1.5 The CONSULTANT consents to the City’s enforcement of the CONSULTANT’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONSULTANT shall pay all court costs and reasonable attorney’s fees incurred by the City.

17.1.6 The CONSULTANT’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the City.

**17.1.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

17.1.8 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final payment, the CONSULTANT shall allow CITY representatives access during reasonable business hours to CONSULTANT’S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONSULTANT was paid for services not performed, upon receipt of written demand by the CITY, the CONSULTANT shall remit such payments to the CITY.

18. **Non-Assignability.**

18.1 This Agreement shall not be assigned by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. **Independent Contractor.**

20.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

22. **Waiver**

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions**

23.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition Of Contingency Fees.**

24.1 In accordance with F.A.R. 52.203-5, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or

firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

26. **Miscellaneous**

26.1 The services provided herein do involve the expenditure of federal funds, and Appendixes A through D to the Scope of Services are hereby incorporated into this Agreement as part hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and by \_\_\_\_\_ (Consultant), signing by and through its \_\_\_\_\_, duly authorized to execute same.

CONSULTANT

WITNESS

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

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



Douglas Stoker, Senior Principal  
(Type Name/Title signed above)

14 day of AUGUST, 2024

Christopher P. Gamache

By:

Christopher P. Gamache, Principal  
Name & Title

CITY

CITY OF MARATHON, FLORIDA

St 7. will.

for George Garrett, City Manager

ATTEST

Hilary H Palmer  
for Diane Clavier, City Clerk

14<sup>th</sup> day of August, 2024

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: St 7. will.  
Steve Williams, City Attorney

(\*) In the event that the Consultant is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The City of Marathon ("CITY") wishes to engage Stantec Consulting Services, Inc. ("CONSULTANT") in professional engineering services for the superstructure replacement of Bridge No. 904510, 112<sup>th</sup> Street over Caloosa Channel. The purpose of this proposal is to perform the necessary professional services to develop bid documents for construction. Services shall include environmental assessments, environmental permit applications, design plans, and project specifications. Services provided by the CONSULTANT shall comply with the LAP requirements, FDOT manuals, procedures, and memorandums in effect as of the date of execution of this Professional Services Agreement.

The CITY may require changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions and terms of this Professional Services Agreement, including the initiation of any extra work.

#### **For 112<sup>th</sup> Street Bridge Superstructure Replacement Project**

The CONSULTANT shall provide and perform the following services, which shall constitute the General Scope of the Basic Services under the covenants, terms, and provisions of this Professional Services Agreement.

Certain assumptions have been made in developing the scope for services and related fees. To the extent reasonably possible, they are stated. If changes to the project result in changes in the level of effort presented in this Scope of Services, the Scope of Services and related fee will be revised by mutual agreement.

#### **1. PROJECT SCOPE OF WORK**

The CONSULTANT shall follow the FDOT LAP Manual for the development of this project. It is anticipated that this project will be classified as a Class C LAP project and utilize FDOT Standard Plans, FDOT Standard Specifications, the Florida Greenbook, and LAP Big 4 Specifications for the design.

The Scope of Work assumes five (5) review submittals to FDOT: 30%, 60%, 90%, 100%, and Final.

The Scope of Work includes the following tasks.

##### **Task 3: Project Common and General Tasks**

- Specifications in accordance with FDOT requirements for the project. (3.3.1)
- Bid quantities in accordance with FDOT item numbers and an estimate of probable construction costs for the design. (3.3.2)

- Contract Maintenance and Documentation (3.4)
- Prime Consultant Project Manager Meetings (3.6)
- Post Design Services (3.8)
  - o CONSULTANT shall provide technical response support for bid questions
- Digital Delivery (3.9)
- FDOT LAP Coordination and Reviews (four) (3.13)

#### **Task 4: Roadway Analysis**

- Typical Section Package – 2 lane roadway (4.1)
- Design Variation Memo – guardrails for each bridge plus two additional (4.9)
- Master Design File Setup & Maintenance, Model Management Plan (4.10)
- Horizontal/Vertical Master Design Files – Mainline (4.11)
- TTCP Analysis, Master Design Files – stop controlled, no signal (4.12)
- Utility Data Collection & Analysis (4.13)
- Roadway Quantities for EQ Report – 60%, 90%, 100% (4.14)
- Cost Estimate to consider FDOT Construction Contract History as well as CITY unit costs data as available. (4.15)
- Quality Assurance/Quality Control (4.18)
- Supervision (4.19)
- Meetings, virtual (4.20)
- Field Reviews, two people for single field review at both bridges after 30% submittal (4.21)
- Coordination (4.22)

## **Task 5: Roadway Plans**

The roadway design shall maintain the existing alignment of the 2-way/2-lane roadway with minor improvements as necessary to match the new bridge deck. The new bridge shall include one raised sidewalk. The roadway approaches shall match the existing with safety improvements as necessary for approach guardrail. Pavement improvements shall include milling and resurfacing as necessary to transition to the bridge, which may require a minor increase in elevation.

- Key Sheet, Signature Sheet (5.1)
- Typical Section Sheets (5.2)
- General Notes/Pay Item Notes (5.4)
- Project Layout/Model Management (5.5)
- Plan View, Sheets (5.6)
- Profile View, Sheets (5.7)
- Special Details (5.11)
- Cross Sections, Alignments (5.13)
- Temporary Traffic Control Plan Notes, Length, Details. The bridge superstructure replacements will be conducted in phases to maintain one open lane of traffic throughout construction. The temporary traffic control plans developed will be in accordance with the FDOT standard plans for traffic control as well as the guidelines provided in the MUTCD. Traffic throughout construction will be stop controlled. No signals will be required. (5.14)
- Utility Adjustment Sheets (5.15)
- Quality Assurance/Quality Control (5.18)
- Supervision (5.19)

## **Task 7: Utilities**

Impacts to overhead utilities are not anticipated. Existing water and sewer utilities currently supported by the existing bridge will need to be temporarily supported and re-attached to the proposed bridge. It is anticipated that no utility relocation for this project is necessary.

- Identify Existing UAO(s) (7.2)

- Make Utility Contacts - contact the utility company providers that own or maintain facilities within and adjacent to the project area Design Drainage Structures (7.3)
- Collect and Review Plans and Data from UAO(s) (7.7)
- Review Utility Markups & Work Schedules (7.10)
- Utility Coordination/Follow-up (7.11)
- Utility Constructability Review (7.12)
- Contract Plans to UAO(S) (7.15)
- Certification/Close-Out (7.16)

It is anticipated that the Utility providers will review the design plans and provide a “Mark-up” of the location of their facilities. The Consultant will include the existing information on the design plans.

#### **Task 8: Environmental Permits and Clearances**

It is assumed that one Section 404/10 Nationwide Permit (NWP) from the USACE and one Environmental Resource Program (ERP) General Permit (GP) from the SFWMD will cover both projects since the proposed work is identical for both bridges and is assumed to fall below the thresholds for these permits.

No impacts to mangroves, benthic resources, marine fauna, or EFH are anticipated, and mitigation is not expected to be required. The work will not impact bat roosting and that no agency consultation regarding the Florida bonneted bat or other bat species is required. As such, mitigation plans, acoustic surveys, and resource relocation efforts are not included as part of this Scope.

Elevated/additional permitting efforts beyond what is anticipated are not included in this scope.

- Preliminary Project Research - perform a desktop analysis for the two bridges to determine which protected species could occur or are likely to occur in the region, existing habitat types, seagrass data, land use, soil types, cultural resources records, and historical permitting records. This information will be included in the Environmental Narrative and used for permit applications. (8.1)
- Complete and Submit All Required Species Permit Applications - prepare all application forms and supporting documentation for the applications. Agency coordination with the National Marine Fisheries Service (NMFS), the Florida Fish and Wildlife Conservation Commission (FWC), and the U.S. Fish and Wildlife Service (USFWS) regarding listed marine species and Essential Fish Habitat (EFH) is anticipated. The work will not impact bat roosting and that no formal agency

consultation regarding the Florida bonneted bat or other bat species is required. As such, mitigation plans, acoustic surveys, and resource relocation efforts are not included as part of this Scope. A benthic survey (baseline seagrass and coral survey) will be required to satisfy permitting requirements. Seagrass surveys are only valid for one year and must be conducted during peak growing season between April 1st and September 30th. The baseline verification will utilize two field staff for one day to conduct seagrass and coral mapping and verify the presence/absence of aquatic resources. GIS data will be uploaded and a map will be created. The seagrass survey results will be compiled into the Environmental Narrative for review by permitting agencies. The Environmental Narrative will describe how the applicant has provided avoidance and minimization of environmental impacts to the greatest extent practicable. The following key items will need to be addressed in the permitting process:

- Avoidance and minimization to benthic and submerged aquatic resources;
- Avoidance and minimization of wetland vegetation;
- Avoidance of impacts to any threatened and endangered species;
- A demonstration that the project will not degrade water quality.

Requests for Additional Information (RAIs) may be received from the agencies via telephone, email, or written correspondence. CONSULTANT will respond to up to two (2) total RAIs. (8.4.2)

- Archaeological and Historical resources - coordination will be conducted with State Historic Preservation Office (SHPO) in order to obtain a concurrence letter which is needed for USACE permitting, cultural resources desktop assessment of the project area in support of a Type 1 Categorical Exclusion NEPA document. Sources including the Florida Master Site File, property appraiser records, soil maps, and aerial photography will be reviewed to develop a desktop assessment report. The report will summarize previous work, existing cultural resources, and environmental variables to make recommendations about cultural resource work needed for the project. Assumes single desktop review and report for both bridge locations. (8.14.2)
- Wetland Impact Analysis will be performed as part of the Natural Resources Evaluation in support of a Type 1 Categorical Exclusion NEPA document. (8.14.4)
- Essential Fish Habitat Impact Analysis will be performed as part of the Natural Resources Evaluation in support of a Type 1 Categorical Exclusion NEPA document. (8.14.5)
- Protected Species and Habitat Impact Analysis will be performed as part of the Natural Resources Evaluation in support of a Type 1 Categorical Exclusion NEPA document. (8.14.6)
- Contamination Impact Analysis - Contamination Screening Evaluation Report (CSER) (8.16)

CSE in general conformance with the scope and limitations of Part 2, Chapter 20 of the Project Development and Environment (PD&E) Manual dated July 1, 2020. Activities will include:

- Inspection of the subject property and surrounding areas.
  - Investigation of current and past owners, lessees, neighbors, employees, etc. (to the extent reasonably practical), regarding previous uses of the property and historical information pertinent to the subject property and surrounding areas.
  - Investigation of historical listings and aerial photographs to identify any past or present properties in the vicinity of the subject property for hazardous materials/hazardous waste usage or storage.
  - Review of Soil Conservation Service surveys and available topographical maps of the property and its vicinity, and other pertinent data, to provide a preliminary hydrogeological characterization of the site.
  - Review of current State and Federal listings of potential and confirmed contaminated sites to determine if environmental monitoring or enforcement activities are or have occurred on or near the subject property.
  - Review of regulatory files for the subject property to identify previous assessment, remedial, or enforcement activities for this site.
  - Review of data developed from field, agency and records reconnaissance for technical accuracy and corroboration.
  - Preparation of a Limited CSE Technical Memorandum detailing the methodology, findings, risk ratings and recommendations
- Asbestos Survey/Lead-based Paint (8.17)

To determine if friable asbestos-containing materials (ACMs) are present on the two bridge structures associated with this project, an asbestos screening investigation will be conducted. Activities will include:

- A walk-through of the onsite structures to document the type of construction and to determine sample collection areas.
- Sample collection based on the observations made during the walk-through. Bulk samples will be obtained from building materials, which are suspected to contain asbestos based on the past experience of the EPA accredited inspector. Please note that roof samples will be collected as part of this investigation, only if structures are unoccupied.
- Analysis of the collected building material bulk samples for asbestos type and percentage of asbestos content using Polarized Light Microscopy. This method specifically identifies the crystalline forms of asbestos minerals such as chrysotile, amosite, crocidolite, anthophyllite, tremolite and actinolite.
- Evaluation of areas which have been determined by analysis to contain asbestos materials. This is accomplished by combining the observations and field notes made of the area(s) or material(s) during walk-through and sample collection.

- Lead Based Paint Testing to determine if a contamination management plan will be required for the removal of the bridge's existing coating system. This task will consist of collection of up to 20 x-ray fluorescence (XRF) samples and five (5) paint-chip samples from random locations across the bridge for confirmatory analysis by a certified laboratory.
- Technical Meetings - attend up to two (2) virtual pre-application meetings with the regulatory agencies in order to introduce the projects and to identify any environmental concerns that may be present early in the review process. It is anticipated that the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE) will be the two permitting agencies. One field meeting with representatives of SFWMD is expected for benthic resource findings (8.18)
- Quality Assurance/Quality Control (8.19)
- Supervision (8.20)
- Coordination regarding design adjustments in relation to resource avoidance is expected. (8.21)

#### **Task 9: Structure Summary**

The structures design for this project shall follow the FDOT Design Manual, FDOT Structures Manual, FDOT Standard Plans, and FDOT Standard Specifications.

- General Notes and Bid Item Notes (9.3)
- Incorporation of Standard Plans – Bridges (9.6)
- Incorporation of Existing Bridge Plans (9.7)
- Structures Quantities for EQ Report (9.8)
- Cost Estimate (9.9)
- Technical Special Provisions and Modified Special Provisions (9.10)
- Field Reviews (9.11)
- Quality Assurance/Quality Control (9.13)
- Supervision (9.15)
- Coordination (9.16)

## **Task 12: Short Span Concrete**

The project approach will be for a superstructure replacement that utilizes the reuse of the existing substructure. The existing substructure will be evaluated based on the existing bridge plans with modifications and repairs as necessary to the bent caps.

It is anticipated that the superstructure replacement will consist of a Florida Slab Beam (FSB) bridge deck with a cast-in-place topping slab. The bridge will carry two lanes of traffic and one sidewalk. Railing on the bridge shall follow FDOT standard plan details. Phased construction details shall be developed to maintain one open lane of traffic throughout construction.

- Overall Bridge Final Geometry (12.1)
- Expansion/Contraction Analysis (12.2)
- General Plan and Elevation (12.3)
- Construction Staging (12.4)
- Approach Slab Plan and Details (12.5)
- Miscellaneous Details (12.6)
- End Bent Plan and Elevation (12.9)
- End Bent Details (12.10)
- Finish Grade Elevation Calculation (12.17)
- Finish Grade Elevations (12.18)
- Prestressed Slab Unit Design (12.22)
- Prestressed Slab Unit Layout (12.23)
- Prestressed Slab Unit Details and Schedule (12.24)
- Deck Topping Reinforcing Layout (12.25)
- Superstructure Sections and Details (12.26)
- Preparation of Reinforcing Bar List (12.27)
- Load Ratings (12.28)



### **Task 27: Survey**

The CONSULTANT will perform survey at the 116<sup>th</sup> St. and 117<sup>th</sup> St. Bridge locations. Detailed survey services include the following:

- Location of existing improvements, including but not limited to, structures, curbs, asphalt, and sidewalks inside the scope areas.
- Location of R/Ws within the scope areas.
- Topographic data within the scope areas.
- Locate all existing visible above ground utilities including, invert elevations, within the scope areas (all invert elevations will be located where possible without the use of heavy machinery).
- Elevations along the bottom of the channel immediately adjacent to the existing bridges (elevations will be to top of channel bottom and will not include any probing).
- If applicable, the Mean High Water Line will be shown on the Specific Purpose Surveys, identified in the field by physical evidence on site such as discoloration, vegetation indicators or wrack lines. The Specific Purpose Survey will not be a Tidal Water Survey and will not comply with chapter 177, Part II, Florida Statutes. The said Mean High Water Line will be shown for reference only.
- Two (2) survey control points for each site. Each control point will include horizontal and vertical data.
- Horizontal coordinates will be referenced to grid north, based on the 2011 Adjustment of the North American Datum of 1983 (NAD 83/2011), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone.
- Elevations will be in feet and based on the North American Vertical Datum of 1988 (NAVD88).

### **2. SERVICES NOT PROVIDED**

The following services are not included in this scope of work.

- Licensed SUE services
- Utility relocation designs
- Lighting improvements
- Geotechnical investigations
- Public involvement services
- Bid package preparation

### **3. SERVICES PROVIDED BY THE CITY**

The CITY agrees to provide the following:

- Permission to access and inspect the bridges
- Copies inspection reports, rating reports, and existing plans
- Public involvement

#### **4. ASSUMPTIONS**

- Scope assumes no drainage analysis or plans required.
- The proposed work is not anticipated to require new or modified Sovereign Submerged Lands easements.
- The existing bridge Rights of Way (ROW) are assumed to be owned and maintained by the CITY with no need for ROW permitting or permissions.
- The waterways are assumed to not be USACE Works of the District and therefore not subject to Section 408 jurisdiction/approval.
- No coordination with the United States Coast Guard is anticipated.
- Analyses prepared by CONSULTANT and submitted as part of the permit application will not have to be revised in response to a redesign or re-engineering of the project outside the control of CONSULTANT.
- No cultural resource field work or elevated analyses are included; only a desktop analysis and minor State Historic Preservation Office (SHPO) coordination is included. It is assumed that no cultural resources issues will be identified.
- Environmental post-design services such as inspection of BMPs during construction, relocation of marine resources, water quality compliance, etc. are not included in this Scope.

#### **5. ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services as requested in writing by the CITY in accordance with the terms, and provisions of this Professional Services Agreement.

#### **6. DELIVERABLES**

The CONSULTANT shall provide the CITY with all surveys and permit applications prepared. Project submittals shall include a 30%, 60%, 100%, and Final design submittals. Construction cost estimates and specifications shall be prepared with the 60%, 100% and Final design submittals.

Reviews and comment resolutions shall be performed in accordance with the FDOT LAP manual.

## 7. PROJECT SCHEDULE

• Begin Design	6-3-2024	
• 30% submittal	8-2-2024	
• 60% submittal	9-13-2024	
• 90% submittal	11-1-2024	
• 100% submittal	11-29-2024	
• Final Bid Set	2-26-2025	243 Days

**NOTE: SEE ATTACHMENT A FOR RATES/FEES. HOURLY FEES BASED ON PREVIOUSLY APPROVED RATE SCHEDULE.**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT															Consultant Name: Stantec		
Name of Project:		117th St and 116th St Bridge Decking Replacement Design													Consultant No.: 2638****		
County:		Monroe													Date: 4/26/2024		
FPN:		448208-1-38-01 & 448993-1-38-01													Estimator: RMB		
FAP No.:		1/0/1900															
Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 3	Chief Engineer 2	Chief Engineer 1	Senior Engineer 1	Engineer 1	Engineering Intern	Chief Designer	Senior Scientist	Senior Environmental Specialist	Scientist	Secretary/Clerical	SH	Salary	Average	
		By Activity	Cost By Activity	Rate Per Task													
3. Project Common and Project General Tasks	103	3	46	12	0	0	34	0	5	0	0	0	0	102	\$6,136	\$60.18	
4. Roadway Analysis	101	0	0	8	0	17	0	25	51	0	0	0	0	101	\$5,110	\$50.59	
5. Roadway Plans	121	0	0	10	0	21	0	30	61	0	0	0	0	122	\$6,192	\$50.75	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
6c. Selective G&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
7. Utilities	37	0	0	9	0	6	0	9	13	0	0	0	0	37	\$2,131	\$57.59	
8. Environmental Permits and Env. Clearances	134	0	7	0	3	0	0	0	0	27	48	48	1	134	\$5,984	\$44.66	
9. Structures - Misc. Tasks, Dwgs. Non-Tech.	55	0	4	0	11	0	28	0	12	0	0	0	0	55	\$2,867	\$52.12	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
12. Structures - Short Span Concrete Bridge	60	0	5	0	12	0	30	0	13	0	0	0	0	60	\$3,142	\$52.37	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
27. Survey (Field																	

# EXHIBIT B

## LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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12/19  
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### 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**

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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.
1. 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.
- 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.
- 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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

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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 C**



## **CITY OF MARATHON FLORIDA**

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### **Request for Qualification For Professional Engineering Design Services For The Replacement of The 112<sup>th</sup> Street Bridge RFQ No. 2023-004**

**FM No. 449645-1-38-01**

**September 2023**



**REQUEST FOR QUALIFICATION  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

NOTICE IS HEREBY GIVEN that sealed Qualification Packages will be received by the CITY OF MARATHON, until 3:00 P.M., local time, Friday, October 13th, 2023, at the offices of the City of Marathon located at 9805 Overseas Highway, Marathon, Florida, 33050.

The City of Marathon is an incorporated Municipality in the middle of the Florida Keys, serving a community of approximately 9,000 permanent residents, and close to 20,000 seasonal residents during the peak season, December through April. The City is made up of several small islands that are connected by relatively short bridge spans to provide residents and guest access to homes and businesses. Several of the bridges were constructed over 50 years ago and have exceeded their life expectancy. The City has secured funding from FDOT for the replacement of the decking on the 112<sup>th</sup> Street Bridge. The design for the bridge is scheduled during the FDOT fiscal year 2024.

The work for which proposals are to be submitted consists of **Professional Engineering Services associated with the design to replace the bridge decking, with the work to be scheduled in the fiscal year noted.**

The City intends to rank qualified firms/individuals and will rank the top three firms and direct City staff to negotiate a contract with the top ranked firm.

Response to the RFQ shall be prepared, addressed and submitted in compliance with the instructions set forth herein. RFQ documents shall be obtained through Demandstar ([www.demandstar.com](http://www.demandstar.com)). A copy of the RFQ documents will be available for inspection at City Hall.

**RFP DOCUMENTS OBTAINED FROM ANY SOURCE OTHER THAN DEMANDSTAR MAY NOT BE ACCURATE OR COMPLETE, AND EACH POTENTIAL RESPONDENT ASSUMES ALL RISKS BY ITS RELIANCE ON SUCH DOCUMENTS. ANY RESPONDENT WHO HAS NOT OBTAINED THE RFP DOCUMENTS FROM DEMANDSTAR WILL NOT BE NOTIFIED OF ANY ADDENDA ISSUED BY THE CITY, WHICH COULD CONTAIN MATERIAL CHANGES THERETO (SUCH AS ADDITIONS OR CHANGES TO THE TECHNICAL SPECIFICATIONS, EXTENSIONS OF TIME, ETC.)**

Prospective respondents shall not contact or otherwise communicate with City Staff or City Officials except as follows: Inquiries, clarifications, or interpretations of the RFQ Documents shall be made in writing to the City's Representative, Diane Clavier at least seven (7) days prior to the date for the receipt of Proposals, by mail to 9805 Overseas Highway, Marathon, FL 33050, or by email to: [clavierd@ci.marathon.fl.us](mailto:clavierd@ci.marathon.fl.us)

The City reserves the right to accept or reject any or all submittals, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the City.

The City of Marathon

## SECTION 2

### INSTRUCTIONS TO RESPONDENTS

#### 1.0 PURPOSE

The City of Marathon, Florida, pursuant to Chapter 287.055, *Florida Statutes* announces that Professional Engineering Services will be required for the design of one bridge within the City limits of Marathon.

The City of Marathon is an incorporated Municipality in the middle of the Florida Keys, serving a community of approximately 9,000 permanent residents, and close to 20,000 seasonal residents during the peak season, December through April. The City is made up of several small islands that are connected by relatively short bridge spans to provide residents and guest access to homes and businesses. Several of these bridges were constructed approximately 50 years ago and have exceeded their life expectancy. The City has secured funding from FDOT for the replacement of the decking on the 112th Street Bridge. The design for the bridge is scheduled during the FDOT fiscal year 2024. The work shall consist of the design and preparation of construction plans and technical specifications for the replacement of the concrete decking, approaches, guardrail, striping, and all other associated work required for the bridge deck replacement. The bridge has a length of 33 feet, and width of 34 feet. The requested services are for the design of the bridge, Construction services as detailed, and post construction services.

#### 2.1 DEFINITIONS: The definitions provided in this section will apply to the RFQ Documents.

- 2.2 RFQ Submittal - The package submitted by the respondent in the format prescribed in the RFQ request published by the City.
- 2.3 Respondent - Any person, firm or corporation submitting an RFQ package for the Work covered by these instructions or his duly authorized representative.
- 2.4 RFQ Documents – The Request for Qualification, documents prepared by the City including instructions to respondent, Scope of Work, FHWA documentation and forms, FDOT documentation and forms, and any and all information contained herein.
- 2.5 CITY – City of Marathon City Council, or where specified the City Manager.
- 2.6 City's Representative – The individual designated by the CITY in writing to act as the CITY'S REPRESENTATIVE with respect to the project and the Consultant's performance of the Work. Such individual shall have authority to transmit instructions, receive information, and make decisions with respect to the performance of the Work.
- 2.7 Consultant - The person, firm or corporation with whom the CITY has executed a contract for the Work as defined by the RFQ documents.

- 2.8 Days - A day shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 2.9 Department – The Florida Department of Transportation.
- 2.10 Responsive Respondent - Any person, firm, or corporation submitting a response to the RFQ package for the Work who maintains a permanent physical place of business, has adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not been declared in default on any previous contract, who possesses the professional license(s)/state certifications required to perform the Work and who meets all other qualifications of the RFQ.
- 2.11 Work (Also referred to as the “Project”) - The entire completed project as described in the Scope of Work and/or the various separately identifiable parts thereof required to be furnished under the Contract. Work is the result of performing services, furnishing labor and deliverables, all as required by the Contract and RFQ Documents.

### 3.1 EXAMINATION OF DOCUMENTS AND SITE

- 3.2 Each Respondent shall carefully examine the RFQ and inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent shall in no way relieve him of the obligations and responsibilities assumed under the contract.

### 4.1 INTERPRETATION OF RFQ DOCUMENTS

- 4.2 All inquiries and requests for clarifications or interpretations of the RFQ Documents shall be made in writing to the CITY’S REPRESENTATIVE, at least seven (7) days prior to the date for receipt of the RFQ. All request for clarification or questions shall be addressed to Diane Clavier, City Clerk, at [clavierd@ci.marathon.fl.us](mailto:clavierd@ci.marathon.fl.us).
- 4.3 Any modification or interpretation of the Bidding Documents will be made by written Addendum to all who are recorded by the CITY as having received a complete set of Bidding Documents.
- 4.4 Interpretations or modifications of Documents made in any manner other than by written Addendum will not be binding.
- 4.5 A Respondent, prior to submitting a package, shall ascertain that all RFQ Documents and Addenda issued, have been received.

## 5.1 RFQ PREPARATION AND SUBMITTAL

- 5.2 In order to be considered, firms/individuals must submit all information to the City Clerk, City of Marathon, 9805 Overseas Highway, Marathon, Florida, on or before **3:00 PM EST, Friday October 13, 2023**.
- 5.3 All firms/individuals shall **submit one (1) unbound original and four (4) bounded copies of the qualifications**. Responses shall include the legal name and address of the firm/individual and indicate whether the firm/individual is a sole proprietor, a partnership, a corporation, or other legal entity. The proposal shall include, but is not limited to 1) firm's/individuals' statement of qualifications; 2) any addenda; 3) references; 4) copy of all license/state certification(s)/local registration(s) required to perform the services specified herein; 5) a corporate resolution evidencing authorization to submit the proposal, if applicable; and 6) evidence of insurability.
- 5.4 The qualification package shall be enclosed in a sealed opaque envelope, addressed to Attn: City Clerk, City of Marathon, as stated in the Request for Proposals. The envelope shall be further identified with the RFQ name, the firm's/individual's name and address, and the word "RFQ". The firm/individual shall deposit the proposal at the designated location provided on the RFQ on or before the time and date for receipt of proposals.
- 5.5 **Any proposals received after the time and date indicated for receipt of proposals will not be accepted and will be returned unopened.**
- 5.6 Prior to the date and time of RFQ opening, a firm/individual may withdraw or modify their submittal at any time. After opening, no submittal may be withdrawn, canceled or modified.
- 5.7 The Respondent shall deposit the RFQ Package at the designated location provided in the RFQ on or before the time and date for receipt of Bids. Bids received after the time and date indicated for receipt of Bids will not be accepted and will be returned unopened.

## 6.1 REQUIREMENTS AND CONTENTS OF SUBMITTAL

- 6.2 The following information shall be, at a minimum, included in the RFQ response.
- 6.3 **Cover Page:**

A cover page that states "**Request for Competitive Solicitations for Engineering Design and Permitting Services for the 112<sup>th</sup> Street Bridge Replacement**" The cover page should contain Respondent's name, address, telephone

number, email address and the name of the Respondent's contact person and signed the appropriated representative.

6.3    **Tab 1            Cover Letter and RFQ Document Checklist**

6.4    **Tab 2.            Executive Summary**

The Respondent shall provide a history of the firm or organization, and in particular include projects that are similar in nature to the services requested in the RFQ. The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the City to fulfill the requirements of the scope of work.

6.5    **Tab 3.            Relevant Experience, References and Past Performance on  
Similar Projects**

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope, size, and similar environmental conditions to the proposed Project, including projects of a similar nature with Governmental Agencies. The Respondent shall provide **FDOT pre-qualification for WORK TYPES 3.1 Minor Highway Design, 4.1.2 Minor Bridge Design, 7.1 Signing Pavement Markings and Channelization, 8.1 Control Surveying, 9.1 Soil Exploration, and 9.2 Geotechnical Classification Laboratory Testing.**

Provide a summary of **Engineering Design Services** and describe experience complying with Federal Highway Administration (FHWA), FDOT LAP requirements and National Environmental Policy Act (NEPA) requirements.

Each Respondent shall provide a list of past projects that are the same or similar to the scope of the proposed project. The list should include the information below:

Name and full address of referenced project and organization

Name and telephone number of Contact person for contract

Telephone number(s)

Date of initiation and completion of contract for referenced project.

Brief summary of the project and services including a comparison to services sought by this RFQ.

Stipulate any issues encountered in the design or implementation of the project.

6.6    **Tab 4.            Project Approach and Management**

The Respondent shall describe the approach and methodology he will take to accomplish the necessary activities. The project approach should reflect a clear understanding of project needs.

**6.7      Tab 5.            Staffing for this Project & Qualifications of Key Personnel**

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An organizational chart should be included in this section. The Respondent shall also include a resume for each member of the project team identifying his/her role on the team and any qualifications relevant to the assigned position. Include in this section the location of the main office and other office locations. The Respondent's Office location will not be considered as a preference.

The Respondent will provide documentation that they have been pre-qualified by FDOT in the category of **Work Types 3.1 Minor Highway Design, 4.1.2 Minor Bridge Design, 7.1 Signing Pavement Markings and Channelization, 8.1 Control Surveying, 9.1 Soil Exploration, and 9.2 Geotechnical Classification Laboratory Testing. In addition, the prime consultant, at a minimum must be pre-qualified by FDOT in Type 3.1 and 4.1.2 with respective type of work, subconsultants may be prequalified by FDOT in remaining Group or Types of work. Professional Qualification Standards and the FDOT Consultant Qualifications in Chapter 1.3 of the FDOT Cultural Resource Management Handbook (2013)**

**6.8      Tab 6.      Financial Information and Litigation (no points are assessed  
                         however, failure to submit may be cause for finding of non-responsive).**

The Respondent will provide the following information (on company letterhead):

- (1)      A list of the person's or entity's shareholders with five percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members; or, if a solely owned proprietorship, names(s) of owner(s);
- (2)      A list of the officers and directors of the entity;
- (3)      The number of years the person or entity has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
- (4)      The number of years the person or entity has operated under its present name and any prior names;
- (5)      A printout of the "Detail by Entity Name" screen from the Respondent's corporate registry.
- (6)      A copy of the Respondent's Annual Report that is submitted with the appropriate Secretary of State of the State the firm is incorporated;
- (7)      Answers to the following questions regarding claims and suits:
  - a.      Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Answer yes or no. If yes, provide details;
  - b.      Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously

owned, operated or directed by any of its officers, directors, or general partners? Answer yes or no. If yes, provide details;

c. Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five years, been a party to any lawsuit, arbitration, or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? Answer yes or no. If yes, provide details;

d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? Answer yes or no. If yes, provide details;

e. Whether, within the last five years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation; Answer yes or no. If yes, provide details;

(8). Customer references (minimum of three): provide customer contact name, email address, current phone number, brief project description, contract amount, contract duration.;

(9). Credit references (minimum of three), including name, current address and current telephone number;

(10). Financial statements for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity.

**6.9 Tab 7. FDOT//FHWA/City Forms (no points are assessed however, failure to submit may be cause for finding of non-responsive).**

## **7.1 QUALIFICATIONS OF RESPONDENTS**

**7.2 Respondents must be pre-qualified by FDOT for WORK TYPES 3.1 Minor Highway Design, 4.1.2 Minor Bridge Design, 7.1 Signing Pavement Markings and Channelization, 8.1 Control Surveying, 9.1 Soil Exploration, and 9.2 Geotechnical Classification Laboratory Testing. Professional Qualification Standards and the FDOT Consultant Qualifications in Chapter 1.3 of the FDOT Cultural Resource Management Handbook (2013)**

**7.3** The Respondents may be disqualified, and their submittal rejected for any of the following reasons:

**7.2.1** Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, references and other evidence of past performance.

- 7.2.2 The Respondent's uncompleted workload which in the judgment of the CITY may cause detrimental impact on prompt completion of this Project.
- 7.2.3 The Respondent is or has been involved in any litigation against the CITY.
- 7.2.4 The Respondent has been declared in default on any previous contract or is in arrears on any existing contract on any public or private matters.
- 7.2.5 The submittal of more than one response from an individual, firm, partnership, corporation or association under the same or different names.
- 7.2.6 The Respondent's previous work with the CITY has resulted in claims from third parties or subcontractors.
- 7.3 The CITY reserves the right to make a pre-award inspection of the Respondent's facilities and equipment prior to award.
- 7.4 It shall be a requirement of this submittal that there are no related party transactions between the Respondent and any employee of the CITY. Any Respondent who is a related party, as noted herein, will be considered non-responsive and the proposal will be immediately returned. A Respondent will be considered a related party if any employee of the City has an ownership interest in the Respondent or can influence the management or operating policy of the Respondent.
- 7.5 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a consultant, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, 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 or real property to the CITY, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Consultant shall result in rejection of the Bid, termination of the contract, and may cause Consultant debarment.
- 7.6 NON-COLLUSION AFFIDAVIT: Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- 7.7 DRUG-FREE WORKPLACE FORM: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE



WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

- 7.8 LOBBYING AND CONFLICT OF INTEREST CLAUSE: Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 7.9 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 7.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 7.11 CERTIFICATION FOR TRUTH IN NEGOTIATION FOR FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed TRUTH IN NEGOTIATION CERTIFICATION and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 7.12 FINANCIAL AND LITIGATION INFORMATION. Failure to submit the information as outlined in Section 1.09 CONTENT OF SUBMISSION, TAB 5, page 8 and 9 in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 7.13 FDOT/FHWA/CITY FORMS: Failure to submit the information as outlined in CONTENT OF SUBMISSION TAB 7 page 11 in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

## **8.1 EVALUATION OF SUBMITTED PROPOSALS**

- 8.2 Following the receipt of responses, the selection committee will meet in the City's Council Chambers located at 9805 Overseas Hwy at the time and date noted in this RFQ, and evaluate the responses based on the criteria and point total below. The City reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the City.

Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the contract documents, may be rejected at the option of the City.

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
TAB 1 <b>Cover Letter</b>	
TAB 2 <b>Executive Summary</b>	<b>5</b>
TAB 3 <b>Relevant Experience, References and Past Performance on Similar Projects</b>	<b>40</b>
TAB 4 <b>Project Approach and Management</b>	<b>25</b>
TAB 5 <b>Staffing for this Project &amp; Qualifications of Key Personnel</b>	<b>30</b>
TAB 6 <b>Financial Information and Litigation (no points are assessed)</b>	
TAB 7 <b>FDOT/FHWA/City Forms (no points are assessed)</b>	
<b>TOTAL</b>	<b>100</b>

## **9.1 AWARD OF CONTRACT/TIE BREAKER/PROTEST PROCEEDURE**

- 9.2 The City reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time, or who, after investigation of references or other criteria, does not meet City standards.
- 9.3 Upon completion of the ranking of the selection committee, and approval of the ranking by the City Council, the City will enter into Contract negotiation with the highest ranked firm in accordance with the procedures outlined in the FDOT Local Programs Manual. If the City and the highest ranked firm fail to reach an agreement, the City will formally end contract negotiations with the highest ranked firm and begin negotiations with the second highest ranked firm.

As part of negotiations and as required by FDOT funding:

- 9.3.1 Consultant shall submit FDOT Prequalification letter that defines percentages (if applicable) for field overhead, facilities capital cost of money (FCCM), reimbursement of expenses (actual or direct expense rate). Consultant must also submit for all subconsultants.

- 9.3.2 Prior to award of the contract, and upon concurrence of the estimated hours by the Department, consultant shall submit a cost proposal and verify Consultant fees are acceptable using fee calculation tool provided by City (FDOT tool that verifies audited cost rates from FDOT prequalification based on multiplier and accepted operating margin, FCCM, direct expense rate or reimburse actual expenses, direct rates evidenced by payrolls) Consultant must verify that subconsultant cost proposals also meet these requirements.
- 9.3.3 A determination of allowable cost in accordance with the Federal Cost principles, will be performed for services under this contract.
- 9.3.4 Consultant to submit certified payrolls for each labor classification (and for subconsultants) for the time period of negotiations.
- 9.4 Until final award of Contract, the CITY reserves the right to reject any and all submittals, with or without cause; to waive any informality or irregularity.
- 9.5 The Tie Breaker Procedure: In the event two or more responders are equal in rank and score, the tie breaker shall be determined based upon the respondent with the highest combined score on Tab 2 qualification criteria. In the event that the responders are equal in combined score on Tab 2, then the tie breaker shall be determined based upon the respondent with the highest combined score on Tab 3 or Tab 4 if a tie also exists on Tab 3.
- 9.6 Proposal Protest Procedure: Any Bidder/Respondent/Proposer who claims to be adversely effected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the City Attorney's Office within seventy-two (72) hours or three (3) business days, whichever is less, after the posting of the notice of decision or intended decision on DemandStar or posting of the notice of decision or intended decision on the City of Marathon City Council Meeting agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the City Attorney's Office seventy-two (72) hours or three (3) business days prior to the City Council meeting date in which the award of contract by the City Council will be heard. The only opportunity to address protest claims is before the City Council at the designated public meeting in which the agenda item awarding the contract is heard. In accordance with the Rules of Debate as set forth in the City of Marathon Council Meetings Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Council and a person representing an organization has five (5) minutes to address the Council. The City Council decision to award the contract is final and at their sole discretion. Failure to timely protest within the times and manner prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless the City Council, at its sole discretion, determines that it is in the best interest of the City to excuse the protest waiver. The filing of a protest shall

not stop the solicitation, negotiations, or contract award process, unless it is determined that it is in the best interest of the City to do so.

- 9.7 The following is the anticipated schedule for the RFQ and selection of the consultant:

RFQ Advertisement Date:	09/29/2023
Deadline for Questions	10/06/2023
RFQ Due Date:	10/13/2023
Selection Committee Ranking Meeting: 10:00AM City	10/19/2023
Council Meeting Accepting Recommended Ranking	11/14/2023
City Council Meeting to Approve Contract	12/12/2023
Award of Contract	12/15/2023

## 10.0 EXECUTION OF THE CONTRACT

- 10.1 The Respondent with whom a contract is negotiated shall be required to return to the City one printed original, emailed electronic pdf file, of the prescribed contract together with the required certificates of insurance.

### 11.1 OPENING OF SUBMITTALS

- 11.2 RFQ submitted will be opened publicly and read aloud at the time and place stated in the RFQ.

### 12.1 GOVERNING LAWS AND REGULATIONS

- 12.2 Respondents shall be familiar with, and shall comply with, all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.
- 12.3 The project will be funded through a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT); therefore, all Federal Highway Administration regulations and guidelines and FDOT guidelines for use of federal funds will apply.

### 13.1 INSURANCE/EVIDENCE OF INSURABILITY

- 13.2 The Respondent shall be required to provide and maintain insurance coverage of such types and amounts as specified below for the life of the Contract at no additional cost to the City. Certificates of Insurance shall be provided by the Respondent upon execution of the contract.
- 13.3 All Consultant's staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, **naming the City and the Department as an additional insured**. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. Consultant shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Consultant agrees to notify the City immediately of

any material change in any insurance policy required to be maintained by Consultant.

**General Liability Insurance**

Body Injury Per Person	\$500,000
Per Occurrence	\$1,000,000
Property Damage per Occurrence	\$1,000,000

**Vehicle Liability Insurance**

Combined Single Limit \$1,000,000

**Workers Compensation Insurance**

Statutory Limits

**Employers' Liability**

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limits \$500,000

**Professional Liability**

Each Occurrence \$2,000,000

END OF SECTION

## Professional Engineering Design Services

### For The Replacement of The 112th<sup>th</sup> Street Bridge Bridge RFQ No. 2023-002

#### RFQ DOCUMENT CHECKLIST

To help ensure that all forms are completed and submitted, Bidders are instructed to initial this form as each required submittal is completed. Please assemble your bid response in the order listed below, with this form placed on the top of the response package.

	Initial
1. Cover letter	_____
2. Tabs 1-7	_____
3. Attachment B: Truth In Negotiation Certification	_____
4. Attachment C: Conflict of Interest/Confidentiality Certification	_____
5. Attachment D: Certification Regarding Debarment, suspension	_____
6. Attachment E: Vendor Eligibility	_____ N/A _____
7. Attachment F: Certification For Disclosure of Lobbying Activities	_____
8. Attachment G: Disclosure of Lobbying Activities	_____
9. Attachment H: Non-Collusion Affidavit	_____
10. Attachment I: Drug-Free Workplace Form	_____
11. Attachment J: Public Entity Crime Statement	_____
12. Attachment K: Professional Services Commitment Form	_____
13. Certificates of Minimum Insurance Requirements	_____
14. All FDOT Pre-Qualifications for work under this RFQ	_____

## **SECTION 3**

### **SCOPE OF WORK**

#### **1.0 The Consultant shall provide Engineering Design Services for 112<sup>th</sup> Street Bridge Replacement Project within the City limits of The City of Marathon.**

The City requires the services of a firm or individual pre-qualified by FDOT for Work Types 3.1 Minor Highway Design, 4.1.2 Minor Bridge Design, 7.1 Signing Pavement Markings and Channelization, 8.1 Control Surveying, 9.1 Soil Exploration, and 9.2 Geotechnical Classification Laboratory Testing, to design the plans to replace the decking (top slabs) to include: environmental assessment in accordance with the PD&E Manual, obtain required permits, and prepare construction documents. The engineering design will conform to the Florida Department of Transportation (FDOT) design standards and include, but not be limited to inclusion of safety devices, reconfiguring ingress/egress where feasible to enhance safety, and maintenance of traffic during construction. The engineering design consultant will coordinate with the FDOT District 6 Environmental Management Office, develop, and submit any environmental and engineering information required for FDOT to prepare and complete the required environmental NEPA document per FHWA criteria. The Consultant shall prepare an effects determination as a Case Study Document

The Design firm shall be prequalified for FDOT for WORK GROUP 3.1 Minor Highway Design, 4.1.2 Minor Bridge Design, 7.1 Signing Pavement Markings and Channelization 8.1 Control Surveying, 9.1 Soil Exploration, and 9.2 Geotechnical Classification Laboratory Testing. In addition, the prime consultant, at a minimum must be pre-qualified by FDOT in Type 3.1 and 4.1.2 with respective type of work, subconsultants may be prequalified by FDOT in remaining Group or Types of work.

Services provided by the Consultant shall comply with the LAP requirements, FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Contract unless otherwise directed in writing by the City, and with Section 106 of the National Historic Preservation Act (Section 106 PA), and the Programmatic Agreement (PA) among the Federal Highway Administration (FHWA), Florida Division of Historical Resources (FDHR), State Historic Preservation Officer (SHPO), and the Florida Department of Transportation (FDOT) Regarding Implementation of the Federal-Aid Highway Program in Florida.

The Consultant shall comply with the conditions set forth in the NEPA, Level I Desktop Reviews, Level II Contamination Assessments, if required, NRE's, Asbestos Surveys, Heavy Metals Surveys etc. in accordance with the PD&E Manual including all applicable plan notes and/or environmental commitments.

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 Consultant during the term of the Contract and shall expressly require any subconsultants 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 subconsultant during the Contract term.

## **2.0 LENGTH OF SERVICE:**

The Consultant services for the Design Contract shall begin upon written notification to proceed by City.

The Consultant Senior Project Engineer will track the execution of the Design Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification.

The length of the contract is estimated to be 10 months for design.

The anticipated work schedules and deliverables for the projects are tabulated below:

### **112<sup>th</sup> Street Bridge**

Activity	Start Date	Duration
Begin Design	1/3/2024	
30% plans	2/18/2024	
60% plans	4/20/2024	
90% plans	6/24/2024	
100% plans	8/14/2024	
Final bid set	9/26/2024	

Work shall continue until the project is complete and is estimated to run through December 2026



### 3.0 REQUIREMENTS

- 3.1 Each Respondent shall carefully examine the RFQ and other contract documents and inform themselves thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent shall in no way relieve him of the obligations and responsibilities assumed under the contract.
- 3.2 Based on a preliminary review, it is anticipated that a Cultural Resource Assessment Survey (CRAS) will be necessary to coordinate the project with the State Historic Preservation Officer (SHPO) under Stipulation VII of the Section 106 Programmatic Agreement (PA). The consultant will be responsible for contracting a cultural resource management professional who meets the Secretary of the Interior's Professional Qualification Standards and the FDOT Consultant Qualifications in Chapter 1.3 of the FDOT Cultural Resource Management Handbook (2013) to prepare a cultural evaluation document under Stipulation VII of the Section 106 PA that meets the stipulations in the revised Chapter 267, Florida Statutes, and Chapter 1A-46, Florida Administrative Code. The resultant document will need to be submitted to the FDOT, District 6 Planning and Environmental Management Office (PLEMO), who will coordinate with the SHPO.
- 3.3 The Consultant shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project. Construction documents shall conform to the standards contained in the latest versions of the following:
- 3.4 Upon completion of the Construction Documents Phase, the Consultant shall provide Construction Documents for the City's approval. Upon approval by the City the Consultant shall provide the City with up to 5 sets of Construction Documents that have been signed and sealed by the Engineer. The Consultant shall also provide an electronic version of the construction documents. The Consultant shall provide an estimate of anticipated construction cost in accordance with the construction development phase.
- 3.5 The Consultant shall assist the City in the preparation of the necessary bidding information for the production of bidding forms, the Conditions of the Contracts, and the forms of Agreements between the City and the Consultants by providing supporting information as to the projects scope, bid items, estimated quantities and schedule of values, and construction duration. The City shall prepare all Bidding Forms, Conditions of the Contract, and Forms of Agreement.
- 3.6 The Consultant's construction documents (plans, specifications, etc.) will conform to all codes and regulations of the federal government, City, state, municipalities, agencies and state departments, including consistency with ADA Public Rights-of-Way Accessibility Guidelines and ADA Standards for Accessible Design, in effect at the date of this Agreement, and shall be of such completion as to be acceptable for review and ruling by said agencies when permits are applied for. The Consultant shall use due care in determining permit requirements and shall meet with regulatory agencies as necessary to coordinate specific permit

requirements. The Consultant shall document all meetings and conversations with said regulatory agencies. If permits are denied for incompleteness or for lack of following said codes or regulations, or permit requirements, then the Engineer will conform the construction documents in such manner to receive permits upon such plans. Work required by the Consultant to conform documents to federal, state, city, City, or agency specifications to allow them to be approved shall be completed at no charge or cost to the City, unless said requirements are changed during the course of the project.

- 3.7 The City shall be responsible for the timely submittal of all permit application fees including mitigation fees associated with obtaining environmental permits. Copies of the environmental permit application packages, agency correspondence, and copies of issued permits shall be provided to FDOT environmental permits office.

- 3.8 At the 30% 60%, 90% and 100% design phases the Consultant shall provide drawings and other documents which depict the current status of design for the City's review and information. The Consultant shall provide an estimate of anticipated construction costs and construction schedule. In addition, the consultant will provide updates, and address any comments or conditions related to environmental permitting at the submittal intervals.

- 3.9 As needed, the Engineer will provide clarification and answers to questions from prospective bidders during the construction bid process. Answers will be provided in a timely manner in order to facilitate bidding.

#### **4.0 CONSTRUCTION PHASE**

- 4.1 The Consultant shall be available to respond to RFI and other questions pertaining to the plans, specifications and design of the project, assist the CEI firm in approval of submittals for prefabricated elements to be placed permanently in the structure but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Consultant's Work or in work by the City's own forces, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In general, said review and action shall be completed in 10 working days from receipt of request. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Consultants, all of which remain the responsibility of the Consultants to the extent required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, methods, techniques, sequences, or procedures.

- 4.2 The Consultant shall, without additional compensation, promptly correct any errors,

omissions, deficiencies, or conflicts in the work product of the Consultant or its consultants or both, at no additional cost to the City.

- 4.3 The Consultant must reimburse the City for any “added costs” paid by the City for additional construction costs that were incurred as a direct result of any error, omission, deficiency, or conflict in the work product of the Consultant, its consultants, or both. “Added costs” is defined as the cost incurred from any additional work required on the project that was necessitated solely by the error, omission, deficiency, or conflict in the work project. The added cost is limited to the increase to the construction cost for additional work and does not include costs that are normally incurred as part of the project or would have been incurred had no error, omission, or deficiency occurred, and addressed by a change order of already established unit costs. The Consultant shall not be held responsible for additional deficiencies found due to a delay in the construction of the project or for those hidden deficiencies that could not reasonably be determined through a review of documentation or physical inspection of the site by the Consultant.
- 4.4 The Consultant shall furnish to the City, upon project completion, the following:
- 2 sets of 11” X 17” signed and sealed Record Drawings
  - 2 sets of final documentation
  - 1 set of final as built CADD files on CD.

The Consultant’s Engineer of Record in responsible charge of the project’s design shall professionally endorse (signed and sealed and certified) the record prints, the special provisions and all reference and support documents.

- 4.5 The Consultant will attend (via phone or virtual) the pre-construction meeting and as needed, attend the periodic construction progress meetings to be available to respond to any questions or issues with regards to the design of the project. The Consultant shall be available for the final inspection of the project as required to complete the Record Drawings.

## **5.0 PERFORMANCE OF THE CONSULTANT**

- 5.1 During the term of this Agreement and all Supplemental Amendments thereof, the City will review various phases of Consultant operations to determine compliance with this Agreement. If deficiencies, errors, or omissions are indicated, remedial action shall be implemented immediately. City recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:
- 5.1.1 Further subdivide assigned responsibilities, reassign personnel, or assign additional personnel, within one week of notification.

- 5.1.2 Immediately replace personnel whose performance has been determined by the City to be inadequate.

## **6.0 CONSULTANT EVALUATION**

- 6.1 Upon completion of the project, the City shall perform a formal evaluation of the consultant's performance on the project and overall performance of the services provided.

## **7.0 STAFFING**

- 7.1 Once authorized to proceed, the Consultant shall maintain the appropriate staffing of engineers, designers, drafting personnel, administrative staff, and all other personnel required to meet the contract requirements and schedule.

## **8.0 AGREEMENT MANAGEMENT**

- 8.1 With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of any calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- 8.2 When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the City for acceptance. The City shall forward the amendment to the Department for approval. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the City for approval and further processing. The AR is to be submitted at such time to allow the City two (2) weeks to process, approve, and execute the AR, if less than \$35,000.00, eight (8) for any amendments over \$35,000.00. The content and format of the AR and **accompanying** documentation shall be in accordance with the instructions and format to be provided by the City.

## **9.0 INVOICING INSTRUCTIONS**

- 9.1 Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month.
- 9.2 If the monthly invoice cannot be submitted on time, notify the City prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the City via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 9.3 A Final Invoice will be submitted to the City no later than the 60th day following the completion of the project and upon all terms of the agreement being met or as requested by

the City.

## **10.0 CONTRADICTIONS**

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

## **11.1 THIRD PARTY BENEFICIARY**

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

**SECTION 4 SAMPLE CONTRACT**  
**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**THE CITY OF MARATHON**  
**AND**

\_\_\_\_\_  
**FOR**  
\_\_\_\_\_

**THIS AGREEMENT** is made between \_\_\_\_\_, a corporation or individual, (hereinafter the “Consultant”), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Engineering Design Services for the design of the bridge decking replacement of the 112<sup>th</sup> Street Replacement Project (the “Project”); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit “A,” attached to this Agreement and incorporated herein by this reference.
- 1.2 The “Scope of Services” includes breakdown of tasks, timelines and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through \_\_\_\_\_ unless earlier terminated in accordance with Paragraph 8 herein or completion of the project. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
- 2.2 The Consultant agrees that time is of the essence and the Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in accordance with Federal cost principals as indicated below:

X A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for the Consultant to complete the Scope of Services. The Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, the Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

\_\_\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to the Consultant shall not exceed \$xxxxxx, without the prior written approval of the City. The Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement shall not be reimbursed.

\_\_\_\_\_ Specific rates of compensation: Provides for reimbursement on the basis of direct labor hours at specified hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum or not to exceed amount. Shall only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement. This method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as CEI services.

- 3.2 The City shall pay the Consultant in accordance with the Florida "Prompt Payment Act." FS CH 218 Part VII
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager, whose decision shall be final.

- 3.4 The Consultant hereby acknowledges that the computation of all overhead rate and direct salary wages comply with the requirements of 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 The City shall furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by the Consultant, in possession of the City.
- 5.2 The City shall arrange for access to and make all provisions for the Consultant to enter upon real property as required for the Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional \_\_\_\_\_ under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at the Consultant's sole expense, immediately correct the work.
- 6.2 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 Consultant 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.



- 6.3 The Consultant shall comply with the terms and provisions of the "Local Agency Program Federal-Aid Terms for Professional Services Contract, form # 375-040-84, **Exhibit B** attached.
- 6.4 The Consultant shall provide cooperation with the Inspector General required by section 20.055(5) FS and LAP Agreement 17.o.
- 6.5 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both. The Consultant shall comply with the requirements of section 337.015, F.S. Claims against the Consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued.
- 6.7 No member, officer or employee of the Recipient 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.

7. **Conflict of Interest.**

- 7.1 Neither the City nor any of its consultants or their sub-consultants 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 City 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 City, the City, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City or the locality relating to such contract, subcontract or arrangement. Consultant shall abide with the provisions of 23 CFR 1.33 and 23 CFR 172.7(b)(4)
- 7.2 No member, officer or employee of the City 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.
- 7.2 The consultant shall execute FDOT form 375-030-50, attached to the RFQ, and said form shall be incorporated into this agreement.

8. **Termination.**

- 8.1 In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the CITY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

- 8.2 Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

Upon receipt of the City's written notice of termination, the Consultant shall stop work on the Project.

- 8.3 Termination for Cause and Remedies: In the event of breach of any contract terms, the CITY retains the right to terminate this Agreement. The CITY may also terminate this agreement for cause with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the CITY shall provide CONSULTANT with five (5) calendar days' notice and provide the CONSULTANT with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract; however, the CITY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.
- 8.4 Termination for Convenience: The City may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONSULTANT. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract. The maximum amount due to CONSULTANT shall not exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.
- 8.5 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.3 herein.
- 8.6 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and shall have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law for Worker's Compensation, and the following limits for Employer Liability Insurance:

Each Accident \$100,000  
Disease - Each Employee \$100,000  
Disease - Policy Limit \$500,000

- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- 9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The insurance certificate shall indicate "per occurrence."

Body Injury Per Person	\$500,000
Per Occurrence	\$1,000,000
Property Damage per Occurrence	\$1,000,000

- 9.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.

- 9.5 The Consultant shall furnish Certificates of Insurance to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. If the insurance policies expire during the term of the contract, a renewal certificate shall be furnished to the City thirty (30) days prior to the renewal date.

10. **Nondiscrimination.**

- 10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Consultant shall defend, indemnify, and hold harmless the City, and the Department its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City and or the Department for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.
- 12.2 To the extent provided by law, the Consultant 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 Consultant, 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 Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant 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.

### 13. FHWA REQUIREMENTS

- 13.1 **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a consultant, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to the City, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to the City, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Consultant shall result in rejection of the Proposal, termination of the contract, and may cause Consultant debarment.
- 13.2 **NON-COLLUSION AFFIDAVIT**: Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.
- 13.3 **DRUG-FREE WORKPLACE FORM**: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 13.4 **LOBBYING AND CONFLICT OF INTEREST CLAUSE**: Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

- 13.5 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 13.6 CERTIFICATION FOR TRUTH IN NEGOTIATION FOR FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed TRUTH IN NEGOTIATION CERTIFICATION and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- 13.7 FINANCIAL AND LITIGATION INFORMATION. Failure to submit the information as outlined in Section 1.09 CONTENT OF SUBMISSION, TAB 5, page 8 and 9 in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

14. **Notices/Authorized Representatives.**

- 14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: George Garrett, City Manager  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to: City Attorney  
Steven T. Williams  
9805 Overseas Hwy  
Marathon, FL 33050

For The Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. **Governing Law.**

- 15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this

Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

16. **Entire Agreement/Modification/Amendment.**

- 16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 16.2 All conditions and related information in the RFQ for this project are hereby incorporated in this agreement.
- 16.3 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. **Ownership and Access to Records and Audits.**

- 17.1.1 Access to Public Records. The CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

- 17.1.2 The "CONSULTANT" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City Clerk, 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.
- 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 CONSULTANT does not transfer the

records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

17.1.3 Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

17.1.4 Should the CONSULTANT assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.

17.1.5 The CONSULTANT consents to the City’s enforcement of the CONSULTANT’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONSULTANT shall pay all court costs and reasonable attorney’s fees incurred by the City.

17.1.6 The CONSULTANT’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the City.

**17.1.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@C1MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

17.1.8 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final payment, the CONSULTANT shall allow CITY representatives access during reasonable business hours to CONSULTANT’S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONSULTANT was paid for services not performed, upon receipt of written demand by the CITY, the CONSULTANT shall remit such payments to the CITY.



18. **Non-Assignability.**

18.1 This Agreement shall not be assigned by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. **Independent Contractor.**

20.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

22. **Waiver**

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions**

23.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

24. **Prohibition Of Contingency Fees.**

24.1 In accordance with F.A.R. 52.203-5, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or

firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

26. **Miscellaneous**

26.1 The services provided herein do involve the expenditure of federal funds, and Appendixes A through D to the Scope of Services are hereby incorporated into this Agreement as part hereof.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same.

Attest:

\_\_\_\_\_  
Diane Clavier, City Clerk

**CITY OF MARATHON**

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

George Garrett, City Manager

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

**CONSULTANT**

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

Its: \_\_\_\_\_

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

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

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

# EXHIBIT B

## LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

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PROGRAM MANAGEMENT  
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### TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

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, tracing, 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**

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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  
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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.

**SECTION 5**  
**FDOT/FHWA/CITY FORMS**

# ATTACHMENT A

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION

275-030-11  
EQUAL OPPORTUNITY OFFICE  
09/19  
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### **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-DBEs**.

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.shtm>.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DBE BID PACKAGE INFORMATION**

275-030-11  
EQUAL OPPORTUNITY OFFICE  
09/19  
Page 2 of 2

**DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

# ATTACHMENT B

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

# ATTACHMENT C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50  
PROCUREMENT  
OGC – 1/20

## CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.







When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./  
Solicitation No

Description

Financial Project Number(s)


### VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	
SELECTION COMMITTEE	
PUBLIC OFFICERS / EMPLOYEES	
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	





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

[illegible]

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

[illegible]

# ATTACHMENT D

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

375-030-32  
PROCUREMENT  
11/15

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.



**ATTACHMENT E**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**Vendor Eligibility Check Prior to Contract Award**

375-030-91  
PROCUREMENT  
06/22

Project Description(s): \_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**Vendor Eligibility Check Prior to Contract Award**

375-030-91  
PROCUREMENT  
06/22

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

\*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

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

**THIS FORM TO BE COMPLETED BY THE CITY**

# ATTACHMENT F

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

375-030-33  
PROCUREMENT  
10/01

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: \_\_\_\_\_

# ATTACHMENT G

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

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If no, then please complete section 4  
below for "Prime"

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

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

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

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

## ATTACHMENT H

### NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_ according to law, on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_  
of the firm of \_\_\_\_\_

the bidder making the Proposal for the project described in the Request for Competitive Solicitations for:

\_\_\_\_\_ and that I executed the said proposal with full authority to do so.

2. The rates in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such rates with any other bidder/responder or with any competitor.
3. Unless otherwise required by law, the rates which have been quoted in this proposal have not been knowingly disclosed by the bidder/responder and will not knowingly be disclosed by the bidder prior to the opening of the responses, directly or indirectly, to any other bidder/responder or to any competitor.
4. No attempt has been made or will be made by the bidder/responder to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition.
5. The statements contained in this affidavit are true and correct and made with full knowledge that the City relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
(Signature of Respondent)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## ATTACHMENT I

### DRUG-FREE WORKPLACE FORM

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

\_\_\_\_\_  
(Name of Business)

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 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 (Florida Statutes) 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, or 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 firm complies fully with the above requirements.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

## ATTACHMENT J

### PUBLIC ENTITY CRIME STATEMENT

"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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither \_\_\_\_\_ (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

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

Date:

STATE OF:  
COUNTY OF:

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PROFESSIONAL SERVICES COMMITMENT FORM**

375-030-83  
PROCUREMENT  
11/21

[illegible]

Total percent for Prime and Subs remaining to be committed:  
(Note to Consultants: should be 0% when submitted to FDOT) 100

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

Small Business status for **Professional Services** firms is located here:  
<https://www.fdot.gov/procurement/InternetReports.shtml#qual>

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_