

## Exhibit A

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

275-030-11  
EQUAL OPPORTUNITY OFFICE  
09/19  
Page 1 of 2

### **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.shtml>.

### **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.

# Exhibit 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

# Exhibit C

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.

## Exhibit D

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: \_\_\_\_\_

# Exhibit E

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

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES  NO

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

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

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

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

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

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

## Exhibit F

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

375-040-84  
PROGRAM MANAGEMENT  
12/19  
Page 1 of 3

#### **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

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

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For PROFESSIONAL SERVICES CONTRACTS

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 H

# PROFESSIONAL SERVICES CONSULTANT WORK PERFORMANCE EVALUATION

### STATEMENT OF POLICY:

It is the policy of the City of Hollywood (City) to establish a method for evaluating and reporting the work performance of professional services consultants under contract.

For work receiving Federal funds, which are overseen by the Florida Department of Transportation, through the Local Agency Program require evaluation per 23 CFR 172.

### PURPOSE:

The City contracts with professional services consultants to provide a variety of services to the City. This procedure provides the City with a means of evaluating the work performance of those consultants. For all professional services contracts, the consultant's work performance for each advertised major type of work must be evaluated by the PM. Consultants may also be evaluated on minor types of work if that work is considered significant by the PM. Contracts which do not exceed Category Two thresholds, as established by **Section 287.017, F.S.**, are exempt and do not require evaluation.

## **SCOPE:**

This procedure will apply to all professional services contracts and Design-Build contracts.

Principal users of this procedure will be project managers.

## **DEFINITIONS:**

**City Hall:** The City's headquarters offices, located in Tallahassee.

**Consultant Evaluation (CE) System:** City's enterprise application consultant evaluation system.

**Construction Engineering and Inspection (CEI):** Personnel, whether consultant or City employee, providing construction engineering and inspection services.

**Construction Project Manager (CPM):** The City employee whose duties include managing CEI consultant contracts.

**Design Project Manager (DPM):** The City employee whose duties include managing design consultant contracts.

**Director of the Design and Construction Management Department (Director):** The City representative working for the City Construction Engineer, who administers the Consultant CEI work program.

**ESS Construction Manager (ESSM):** The engineer appointed by the Director to hold the title of ESS Construction Manager and who serves to manage all City functions pertaining to construction of City projects.

**City Engineer (CE):** The engineer appointed by the City Manager to hold the title of City Engineer and who serves to manage all City functions pertaining to design of City projects.

**Notice to Proceed (NTP):** Notification given by the City's Project Manager to the consultant to begin work on the contract Scope of Services, or part thereof, on which date the timing of periodic evaluations of the consultant begins.

**Project Manager (PM):** A City employee whose duties include managing professional service contracts between consultants and the City.

**Technical Reviewer:** A designated technical expert for a specific type of work who has reviewed the consultant's work product.

**Type of Work:** The City has categorized the types of professional services it generally requires into a Type of Work listing in **Rule 14-75.003, F.A.C.** These types of work are

the basis for qualification of consultants.

## **1. ALL PERFORMANCE EVALUATIONS**

### **1.1 Processing of Evaluation**

For each major type of work advertised, evaluations on contracts shall be entered by the PM into CE. Upon completion of all prescribed City approvals, CE automatically emails evaluations to recipients designated in CE.

To assure all parties' understanding, the City's PM shall discuss the evaluation rating criteria with consultant PM before the consultant begins work.

The City's PM is responsible for completing interim and final performance evaluations. The PM shall discuss the evaluations with consultant before entry into CE to provide an opportunity for communication and feedback on the level of performance.

### **1.2 Evaluation Scale**

The consultant evaluation rating scale shall be as follows:

- 5 = Outstanding performance
- 4 = Above Satisfactory performance
- 3 = Satisfactory performance
- 2 = Below Satisfactory performance
- 1 = Unacceptable performance

Comments are encouraged for every assigned rating, but must be entered in the comment section for a rating of 5 or 1.

## 2. PERFORMANCE EVALUATIONS FOR CEI CONSULTANTS

2.1 The evaluation of a CEI consultant shall be performed by the CPM, and shall be provided on the following schedule:

(A) The CPM shall complete the initial interim evaluation at the end of the first full quarter of contract performance. Quarters are defined as follows:

1<sup>st</sup> Quarter: January – March

2<sup>nd</sup> Quarter: April – June

3<sup>rd</sup> Quarter: July – September

4<sup>th</sup> Quarter: October – December

(1) Interim performance evaluations shall be completed within 30 days after the end of the quarter.

(2) The final evaluation shall cover the period from the previous evaluation to the end of the contract.

(3) The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract, and is automatically calculated in CE.

(B) The CPM shall distribute the evaluation and any follow up correspondence as follows:

(1) Evaluation is 3.0 or greater: Consultant and Director of the Design and Construction Management Department receive a copy for information.

(2) Evaluation is less than 3.0:

**ESSM:** Receives a copy for disposition. The ESSM may direct that the evaluation be changed to 3.0 or greater, upon which step (1) above shall apply. The ESSM may agree with the evaluation, upon which the following shall apply:

a. The **Consultant** receives a copy. The transmittal letter shall indicate what corrective action is necessary and the related time frame and request a response to this action.

b. The **Director of the Design and Construction Management Department** receives a copy.

c. The **Director of the Office of Construction** receives a copy from the ESSM.

(C) Commendatory or critical comments shall be included in the evaluation to fully explain the intent of the evaluation. The CPM

shall provide as much documentation as deemed necessary to fully explain the conditions encountered in the field. Input provided by appropriate City and construction contractor personnel should be considered.

- 2.2** CEI consultant evaluations shall be completed using either the project-specific CEI evaluation criteria or the CEI Hybrid criteria, applicable.
- 2.3** If a particular performance test item does not apply to a project, it should not be used in the calculation of the weighted average for the performance test area.
- 2.4** The consultant CEI performance evaluation is a summary record of the CPM's in-depth reports of the CEI Consultant, the Quality Assurance Reviews prepared by the Specialty Engineer from the Office of Construction, and the Federal Highway Administration (FHWA) Monthly Field Reports. These source documents should be used as the basis for preparation of this performance evaluation and shall serve as the in-depth, back-up data needed to substantiate the numerical evaluation given.
- 2.5** The City's PM may offer the consultant CEI the opportunity to request a meeting to discuss a grade with the ESSM **within ten calendar days of receipt of the evaluation**. The ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The ESSM's decision is final.

### **3. PERFORMANCE EVALUATIONS FOR NON-CEI TYPES OF WORK**

The PM for the consultant contract shall complete an evaluation of the prime consultant's performance in the following areas:

- Schedule
- Management
- Quality
- Constructability (for contracts that produce construction plans)

### 3.1 Evaluation Areas

- (A) **Schedule:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in meeting the contract schedule. Criteria for the schedule evaluation can be found in CE.
- (B) **Management:** Prepared by the PM for the contract, this evaluation reflects the consultant's performance in managing the contract. The following areas shall be considered when performing this evaluation:
- Administration of Contract
  - Management of Issues and Resources
  - Communication, Documentation and Coordination
  - Execution of Work
  - Post Design Services (completed with constructability evaluation)

Criteria for each area of the Management Evaluation can be found in CE.

- (C) **Quality:** Prepared by the PM or the technical reviewer for each major type of work included in the advertisement for the services, this evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

Quality evaluation criteria for individual work types can be found in CE. This includes any specific criteria regarding the evaluation responsibility of the PM, the technical reviewer and any additional concurrence requirements for the specific quality evaluation.

For advertised types of work other than those pre-qualified by the City, Category 99 shall be used, with appropriate criteria aCEd by the PM.

Sub-consultant: A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major type of work, or who signs and seals design plans. At the option of the PM, the prime consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

- (D) **Constructability (Post Construction):** The **Constructability Evaluation** reflects the design consultant's ability to develop constructible (practical, accurate, complete, and cost effective) construction plans. For all professional services contracts resulting in construction plans, the CPM shall prepare an evaluation of the constructability of the design consultant's plans and a management evaluation on the performance of post design services. In preparing



these evaluations, the CPM shall solicit input from the construction contractor and the consultant's project administrator. After review of the comments received from the construction contractor, appropriate comments shall be entered on the evaluation by the CPM. The evaluation shall be reviewed by the DPM for concurrence prior to entry into CE and prior to distribution to the design consultant. Specific criteria for the **Constructability Evaluation** and the **Post-Design Services Management Evaluation** can be found in CE.

### 3.2 When to Evaluate

For professional services contracts resulting in the production of construction plans, an evaluation is required according to the matrix below, but not to exceed 12 months since the last evaluation or **Notice to Proceed**.

	Schedule	Management	Quality	Constructability
Phase 2 plans review	√	√	√	
Final Design	√	√	√	
Final Construction		√		√

A constructability evaluation and a management evaluation for post design services shall be performed within 30 days after final acceptance of the construction contract.

For contracts that do not produce construction plans, an evaluation is required for each 12 months of contract period from the **NTP**. A final evaluation shall be made within 30 days after completion and acceptance of basic services.

The evaluation of the overall performance for the entire contract period shall be the average of all evaluations (interim and final) for the contract. It is automatically calculated in CE.

For all professional services contracts, additional evaluations may be submitted upon completion of critical phases of work, such as preliminary design, submittal of draft environmental documents, phase submittals, reports and completion of **Task Works Orders (TWO)**. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

### 3.3 Composite Evaluation

A composite evaluation shall be available at any point during the contract. The composite evaluation shall be calculated automatically by CE and shall include all evaluations completed up to that point in time. All evaluations associated with the contract shall be part of the calculation to determine the Final Composite Evaluation for the contract. The composite evaluation shall be calculated as follows:

#### (A) Contracts that Produce Construction Plans:

- (1) **Design:** A composite evaluation calculated during the design phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Management (M): Average of all management evaluations. This average shall be 25% of the composite evaluation calculated during the design phase.

Quality (Q): Average of all quality evaluations. This average shall be 50% of the composite evaluation calculated during the design phase.

$$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.50 \times Q)$$

- (2) **Construction:** A composite evaluation calculated during the construction phase of the project shall be calculated as follows:

Schedule (S): Average of all schedule evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Management (M): A weighted average of all the management evaluations completed during the design and construction phase. The management evaluations made during design shall be 70% of the weighted average, while the management evaluations completed during construction shall be 30% of the weighted average. This weighted average shall be 25% of the composite evaluation calculated during the construction phase.

$M = 0.70 \times (\text{average of management evaluations during design}) + 0.30 \times (\text{average of management evaluations during construction}).$

Quality (Q): Average of all quality evaluations. This average shall be 25% of the composite evaluation calculated during the construction phase.

Constructability (C): The Constructability evaluation shall be conducted once at completion of construction. This average shall be 25% of the composite evaluation calculated during the construction phase.

End of Construction Composite Evaluation shall be calculated as follows:

$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.25 \times Q) + (0.25 \times C)$

**(B) All other Contracts:**

Schedule (S) = Average of all schedule evaluations. This average shall be 25% of the composite evaluation.

Management (M) = Average of all management evaluations. This average shall be 25% of the composite evaluation.

Quality (Q) = Average of all quality evaluations. This average shall be 50% of the composite evaluation.

$\text{Composite Evaluation} = (0.25 \times S) + (0.25 \times M) + (0.50 \times Q)$

- 3.4** The City PM may offer the consultant the opportunity to request a meeting to discuss a grade with the office head to whom the PM reports **within ten calendar days of receipt of the evaluation**. The office head shall consider any information submitted by the consultant and decide whether the grade will be revised. The Office head's decision is final.

## 4. PERFORMANCE EVALUATIONS FOR DESIGN-BUILD CONSULTANTS

*Design-Build performance evaluations shall be entered into CE.*

CPM for the Design-Build contract shall coordinate with the DPM and complete an evaluation of the Design-Build consultant's performance in the following areas:

- Quality
- Constructability

### 4.1 Evaluation Areas

***Design-Build Consultant Performance Evaluations*** include specific criteria regarding the evaluation responsibility of the PM and the technical reviewer and additional concurrence requirements for specific quality and constructability evaluations. Evaluations shall be entered in CE.

**(A) Quality (Q):** For each Professional Services Work Type included in the advertisement for the services, the CPM and DPM shall conduct a quality evaluation. This evaluation reflects the consultant's attention and concern to the established quality assurance plan and delivering a quality service and product.

**Subconsultant:** A quality evaluation shall be assigned to any pre-qualified sub-consultant named in the contract who performs a major work type, or who signs and seals design plans. At the option of the PM, the design consultant may receive a quality evaluation in the same types of work performed by the sub-consultant.

**(B) Constructability (C):** The constructability evaluation reflects the design consultant's ability to develop constructible (practical, accurate, and complete) construction plans. For all contracts resulting in construction plans, the CPM shall prepare a constructability evaluation of the design consultant's plans. Appropriate comments shall be entered on the evaluation by the CPM and DPM. The evaluation shall be reviewed and signed by the CE and ESSM for concurrence prior to distribution to the design consultant. Specific criteria is in CE.

## 4.2 When to Evaluate

Evaluation is required according to the matrix below.

	Quality	Constructability
Final Acceptance	√	√

Quality evaluations: Additional (interim) evaluations may be conducted. Reasons to be considered for submitting additional evaluations include:

- Recognition of outstanding performance
- Notification of unacceptable performance
- Requests from the consultant based on possible improved performance

The constructability evaluation shall be performed within 30 days after final acceptance of the construction contract.

## 4.3 Composite Evaluation

A composite quality evaluation shall be the average of all interim quality evaluations, including the final quality evaluation.

A composite overall evaluation shall be calculated as follows:

$$\text{Composite overall evaluation} = (0.50 \times Q) + (0.50 \times C)$$

- 4.4** The City's PM may offer the Design-Build consultant the opportunity to request a meeting to discuss a grade with the CE and ESSM **within ten calendar days of receipt of the evaluation**. The CE and ESSM shall consider any information submitted by the consultant and decide whether the performance evaluation will be revised. The decision of the CE and ESSM is final.

## 5. TRAINING

The Department of Design and Construction Management will develop and deliver training in the use of this procedure on an as-needed basis.

## 6. FORMS

Not applicable.