

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS
2025-M
CONSTRUCTION ENGINEERING AND INSPECTION - ELLISVILLE**

The Board of County Commissioners (County) will receive sealed submittals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **2:00 PM** local time on **JULY 3, 2025** for the following:

CONSTRUCTION ENGINEERING AND INSPECTION - ELLISVILLE

To be eligible for consideration, all respondents must be registered in the State of Florida to practice their profession at the time of submittal. Respondents without a complete submittal described will be considered improper. The Request for Qualification information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at **2:00 PM, JULY 3, 2025** or as soon thereafter as practical. Respondents are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to ejones@columbiacountyfla.com no later than **JUNE 26, 2025** at **5:00 PM** local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Submittals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all submittals or to re-advertise for submittals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All respondents are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each company or corporation interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Respondents shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

All Respondents are advised that under Chapter 119, Florida Statutes, all submittals are deemed a public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The determined character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County or entities similar to Columbia County.
 - E. The suitability of equipment or material for County use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Where applicable, the provided unit price will prevail in case of discrepancies or other errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. The County shall not be liable for any bid opened prematurely if that bid was not sealed in a properly marked envelope.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted. It is the bidder's sole responsibility to ensure proposals are timely delivered and received before the deadline.
12. Telephone and facsimile bids will not be accepted under any circumstances. Should a

timely delivered bid be misplaced by the County but later found before ranking occurs, the bid will be considered. A bidder may request a receipt showing the day and time a bid envelope is delivered to the appropriate office of the County.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects with a project budget exceeding \$40,000.
14. Upon request of the Purchasing Office or County Manager, a bidder must provide proof that the bidder has the requisite organization, capital, plant, stock, ability, and experience to perform the contract contemplated by the Request for Proposals/Qualifications or Invitation to Bid.
15. Any alterations, erasures, additions, or omissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.

22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified, the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any quotations or specifications and the right to waive minor discrepancies as to all bidders equally, when such rejection or waiver is deemed to be in the best interest of the County. For unit priced items, the County may elect to purchase part, all, or none of the materials, supplies, or equipment specified in a bid.
30. The bidder or the bidder's authorized representative or agent must sign the bid in the space provided. Unsigned bids will be rejected. Signature must be "wet" signatures in ink. Typewritten or printed signatures will not be accepted.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily

delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Officer, he shall have the power to take whatever action necessary to complete the work or delivery and the expense shall be deducted from any paid by the County out of such monies as may become due to the said contractor. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

40. Contractor shall register on line at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.



CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES

FOR

Project Description: CEI Services for Operational Improvements - Ellisville

Financial Project ID(s): 445725-5-54-02

Federal Project No.: 445725-5-54-01

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SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

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

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced County manuals, and procedures.

The projects for which the services required are:

Financial Project IDs: 445725-5-54-02
Descriptions: Operational Improvements to the Ellisville I-75 US 41 / US 441
Interchange from 3600 ft South of I-75 SB ramp to SR 238
County: Columbia-29

Serve as the County's representative on the project and faithfully represent the County's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.5 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the County's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with County manuals, procedures, and memorandums found on the County's website.

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

At the County's discretion, CEI services for the following project(s) may be added to the contract by supplemental amendment:

3.0 RFQ TIMETABLE AND INSTRUCTIONS

NOTICE IS HEREBY GIVEN that in accordance with F.S. 287.055 the Consultant's Competitive Negotiation Act (CCNA), sealed qualifications will be received until **2:00 P.M., Thursday, July 3, 2025**, at the Columbia County Board of County Commissioners, Purchasing

Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055. Qualifications will be opened at **2:00. P.M.**, or as soon thereafter, on **July 3, 2025** at the same location in the presence of the Purchasing County staff and all other interested persons.

TIMETABLE

Date of Advertisement: May 28, 2025

Last Date of Inquiries: June 27, 2025

Final Addendum: June 30, 2025

Bid Due: July 3, 2025

Evaluation: July 7 through July 11, 2025

The following are proposed dates for Recommendation of Award or Contract. The County reserves the right to alter these dates as needed:

BCC: July 17, 2025 (subject to change)

All Qualifications shall be submitted to the Board of County Commissioners, Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida, which shall record receipt thereof by date and time on the Sealed Qualification Envelope. The deadline for receipt of a particular Qualification submittal shall be per the Request for Qualifications. All Qualifications must be physically received by the Purchasing County prior to the deadline indicated in the Request for Qualifications. A Qualification may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Qualification shall be entirely at the risk of the Bidder submitting the same, and any Qualification so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing County will maintain custody and control of all Qualification submittals until after they have been opened. The Purchasing County shall serve as the permanent record holder of all Qualification submittals for the County Manager.

An original and three copies of the Qualification must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

Sealed Bid Envelope: Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:

- a. The number assigned to the particular Request for Qualifications.
- b. The title of the Bid exactly as it appeared in the Request for Qualifications.
- c. The date of the Bid Opening.

Additional Evaluation: The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.

Americans with Disabilities Act: In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Columbia County ADA Coordinator, by mail, at P.O. Box 1529, Lake City, FL 32056, or by telephone at (386) 755-4100, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting 1-386- 758-2139 (TDD).

Award: The Request for Qualifications (RFQ) will be awarded to the responsible Firm submitting a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered.

Bid Errors: Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

Bid Preparation Costs: By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.

Bid Protests: Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Section 304.8 of the County Purchasing Policy which can be found on the County's website by following the appropriate links from the Home page at <https://www.columbiacountyfla.com/Purchasing.asp>.

Business Registration Requirement: In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the County of State, County of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the County of Corporations at (850) 245-6000. Online- filing is available at: <http://dos.myflorida.com/sunbiz>

Assurances: The Consultant acknowledges that if awarded a contract it will comply with all pertinent federal requirements and regulations applicable to projects funded fully or partially with federal funds and in responding to this RFQ provides the following assurances:

The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," or other requirements imposed by FDOT or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by FDOT herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project.

Cancellation of RFQ: Columbia County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.

Conflict of Interest: The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Columbia County Board of County Commissioners. Further, all proposers must disclose the name of any Columbia County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

Contractor Qualifications and Requirements: At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration as applicable, prior to award of this Bid. The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. State of Florida, County of Professional Regulation as Professional Engineer. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

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Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the SubContractor.

Copyright Restrictions: Both the County seal and the County logo are being registered for a copyright. Neither the Columbia County seal nor the logo may be used or provided to non-Columbia County government users for use on company Bids, presentations, etc.

Deviations: Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

Execution of Contract and Notice to Proceed: The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

Indemnification: The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statutes Chapter 768.28 applicable to Columbia County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Inquiries/Questions: Any questions regarding this RFQ must be submitted via email to: ejones@columbiacountyfla.com and must be received by the specified date. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

All Addenda language issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County's sole discretion.

Insurance Requirements: Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:

- a.
 - Commercial General Liability
 - i. General Aggregate \$1,000,000
 - ii. Products and Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
 - v. Fire Damage (any one fire) \$50,000
 - vi. Medical Expense (any one person) \$5,000

- b.
 - Automobile Liability \$1,000,000

Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages

c.

Workers Compensation/Employers Liability

i. Workers Compensation statutory limits

ii. Employers Liability

a. Each Accident	\$100,000
b. Disease-Policy	\$500,000
c. Disease-Each Employee	\$100,000

d.

Professional Liability

i. When required by contract-per occurrence \$1,000,000

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Proposals. Any additional or modified insurance requirements will be set forth in the Request for Proposals as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub-Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Columbia County, a political subdivision of the State of Florida; and The Board of County Commissioners, Columbia County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured." The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

Laws and Regulations: The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Columbia County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

Negotiations: After due consideration, Columbia County intends to entertain a short list of firms. Staff will begin negotiations with the number one ranked firm derived from the Columbia County Board of County Commissioners short listing. If negotiation with the firm is successful, contract procedures will be initiated. If a successful negotiation cannot be reached, the County will begin negotiations with the number two, then number three ranked firm if deemed necessary by the County.

No Bid: Each company not intending to respond to this Bid should reply with a written “No Bid Statement”. Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.

No Contact Period: During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i) Inquiries may be submitted to the Purchasing County or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

Payments: All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

Presentations: At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

Public Entity Crimes: Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.

Public Records: Proprietary/Confidential Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

Qualification: The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

Scrutinized Companies Certification: In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.

Sub-Contractors: The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. Use of Contract by other Government Agencies: At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

Vendor Debarment: By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

Waiver of Formalities/Rejection of Bids: The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and

waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

Withdrawal of Bid: Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing County before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

4.0 SELECTION AND EVALUATION CRITERIA

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Respondents are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

The RFQ response must be submitted on 8 1/2" x 11" bond paper, unbound, un-laminated, stapled (upper left corner), numbered, typewritten with headings, sections, and subsections identified appropriately. A minimum of 12-point font should be used throughout the submittal. Submittals are limited to a total of twenty-five (25) pages (exclusive of the cover page), plus any required forms. The printed page counts as one page single sided, therefore a double sided printed page will be considered two pages.

Submittal Sections

A. Competence	10 Points
B. Workload	10 Points
C. Inspection and Post Design	25 Points
D. Professional Accomplishments	25 Points
E. Approach and Work Plan	30 Points
<u>Total</u>	<u>100 Points</u>

The Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to other responses received and awarded a score of 1 through the maximum points. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

Unless there is a clear statement that the Firm is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime with whom the County would contract, and all other firms shown as team members would be subconsultants.

A. Competence: Including technical education, licensure and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons and, where applicable, the relationship of construction cost estimates by the person to actual costs on previous projects. **(10 points maximum)**

- Provide written documentation which demonstrates that the Consultant is licensed under Florida Statutes to perform the professional services sought in this RFQ.
- Provide a photocopy of a current license issued by the State of Florida County of Professional Regulation, or other written documentation which authorizes the Consultant in accordance with Florida Statutes to perform the services required by this RFQ.
- Provide number and size of staff and names and resumes of those individuals to be assigned to these services. Discuss overall experience of staff as it relates to the services being sought.
- Provide the name and office locations of any subconsultants proposed to be used on these services and the estimated percentage of the work which will be done by each such sub-consultant. Evaluation of competency criterion will include a consideration of any proposed sub-consultants.
- Provide a description of Consultant's equipment and facilities, which will be used to perform these services.
- Provide a detailed description of comparable projects, not to exceed three (3) contracts, similar in scope of services to those requested herein, which the prime firm or its principals is either performing or has completed within the past ten (10) years. Describe the prime firm's qualifications and experience in the management of comparable projects in size and scope. The specific role of the firm in any project which is referred to with regard to the firm's experience, shall be described in detail. This information must include client name, address, telephone, contact person, description of work, contract period, a statement as to whether the firm was the prime consultant or subconsultant, and the result of the project.
- Provide any other documentation, which the Consultant believes to document their competency to perform the requested services.

B. Workload: Recent, Current and Projected. **(10 points maximum)** Provide number and size of projects currently being performed in the Consultant's office, Personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss ability of Firm to execute multiple concurrent projects and contracts given its current workload.

C. Ability to observe and advise whether plans and specifications are being complied with, where applicable: (25 points maximum) Describe ability and experience of Consultant and assigned personnel in observing and monitoring construction projects, ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase

services. Evaluation of this criterion will also consider the Consultant's ability to interpret specifications as evidenced by the preparation of a response to this RFQ.

D. Professional Accomplishments: Past and present record of professional accomplishments and past record of performance for using Agencies. **(25 points maximum)**

Provide list of completed projects similar in scope to the projects under consideration, previously performed by Consultant, and references to include owner's contact person and telephone number. Describe any outstanding accomplishments of the Consultant that relates to the specific services being sought. Submit any letters of commendation or awards won which reflect on the performance and accomplishments of the Consultant.

E. Approach and Workplan: Ability to construct an approach and work plan to meet the project requirements. **(30 points maximum)**. Include a narrative to show the proposer has an understanding of the scope and objectives to be performed. The proposer should describe the approach to the services as required and the specific work plan to be employed to complete the work. Describe the approach to organization, management, and the responsibilities of the management staff and personnel that will perform the work on the project. Failure to provide complete and accurate information will result in lower score on evaluation.

5.0 LENGTH OF SERVICE

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within 14 calendar days of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and 30 calendar days to demobilize after Final Acceptance of the last Construction Contract.

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

Construction Contract Time Estimate			
Financial Project ID	Letting Date	Acquisition (days)	Duration (days)
445725-5-54-02	06/30/2025		365 Days
*Estimated duration			

6.0 DEFINITIONS

- A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- E. Consultant: The Consulting firm under contract to the County for administration of CEI services.
- F. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one (1) or more Construction Projects.
- G. CEI Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- H. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one (1) or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. County Engineer: The administrative head of the District Final Estimates Office.
- J. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- K. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the County.
- L. Public Information Office: The County's office assigned to manage the Public Information Program.
- M. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the County.

- N. Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. A full definition is provided in the FDOT Design Manual.

7.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

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

1. Construction Plans (as available)
2. Specifications Package
3. Computer Aided Drafting and Design (CADD) Files
4. Copy of the Executed Construction Contract
5. Utility Agency's Approved Material List (if applicable)

B. The County will allow connection to the FDOT Network by the Consultant through either online access, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the County prior to their use.

C. The County will furnish and support the software packages for AASHTOware Project Construction (PrC) or any subsequent system.

8.0 ITEMS FURNISHED BY THE CONSULTANT:

8.1 County Documents:

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms are available through the County's Website or through the District.

8.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) running PrC or any subsequent application through Citrix connection using a mobile broadband connection at the jobsite.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The County will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement.

8.3 Vehicles:

Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name and phone number visibly displayed on both sides of the vehicle.

8.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats and safety vests shall have the Consultant's name visibly displayed.

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

Handling of nuclear density gauges shall be in compliance with license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

8.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

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

9.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.), ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated County project personnel of any design defects, reported by the Contractor or observed by the Consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

10.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of the Consultant's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, immediately implement remedial action. Document the County's recommendations and the Consultant's responses/actions. 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 limited to, the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within seven (7) calendar days of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

11.0 REQUIREMENTS OF THE CONSULTANT:

11.1 General:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in conformance with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the County to negotiate and approve Supplemental Agreements within the thresholds established in the CPAM. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues which exceed delegated authority to the Construction Project Manager for County action or direction.

Inform the designated County project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the Contractor's work and the corrective action that has been directed to be performed by the Contractor.

11.2 Independent Engineering Judgment:

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the County, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff. It is the County's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

11.3 Public Safety:

Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and to close the affected lanes of traffic until the deficiency is addressed.

11.4 Timely Resolution:

Prioritize the County's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

11.5 Survey Control:

Surveying services will be provided through in-house personnel or a separate District-wide contract. No surveying services will be performed on this contract. Any questions or requests for “Waiver of Survey” should be directed to the County Engineer

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Provide survey data in LandXML format.

Any questions or requests for “Waiver of Survey” should be directed to the County Engineer.

11.6 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

11.7 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies set out in the County’s Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

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

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall comply with the Contract Documents.

Prepare and submit sampling and testing documentation reports to the County the same week that the construction work is performed.

Transport samples to be tested in a County laboratory to the appropriate laboratory or appropriate local FDOT facility within 24 hours after the initial cure. The Project Administrator will provide the VT Laboratory ID number for sample delivery. Transmittal card must accompany the sample. A chain of custody (if provided by the VT firm) must be signed by the CCEI and VT representatives for sample tracking purposes and maintained by both the CCEI and VT firms.

Input verification testing information and data into the County's Materials Acceptance and Certification (MAC) database within 24 hours of sampling using written instructions provided by the County.

11.8 Engineering Services:

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

Services shall include maintaining the required level of surveillance of Contractor activities and interpreting the Contract Documents for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the County's computer systems to the Construction Project Manager for approval.
- (2) Schedule and coordinate a Final Estimate informational meeting with the County Engineer. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and coordinate a meeting with the County Engineer prior to the Pre-construction conference and another meeting prior to project Final Acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (4) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one (1)

inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.". The Consultant's inspector shall be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(5) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the Contract Documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(6) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.

(7) Monitor, inspect, and document utility relocation self-performed by the Contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities. Identify, review, and track progress of Utility Work by Highway Contractor Agreements (UWHCA), Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(8) Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(9) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.

(10) Monitor each Contractor's and Subcontractor's compliance with specifications and special provisions of the Construction Contract regarding payment of predetermined wage rates in accordance with County procedures.

(11) Provide a Resident Compliance Specialist (RCS) for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for Construction Contract compliance, and maintaining the

appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date, attend all compliance reviews and furnish the complete project files for review, and assist the County Engineer as requested.

(12) The County will provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide workspace and supplies for project compliance files.

Aerial photographs shall be taken prior to commencement and bi-monthly thereafter. Provide six (6) aerial photographs per mile to reflect the construction operations and progress of the work. Photographs shall be clean, sharp, and clearly show details. All images shall have a minimum of 10 megapixels and a spatial resolution of 300 dpi horizontally and vertically. Each frame shall allow for a 15% to 25% overlap. The shutter speed should be such that all motion is eliminated. Digital images shall be preserved by the aerial company for at least three (3) years from Final Acceptance of the project. The name and date of the company that performed the work shall be included with all photographs. The photographs shall be reviewed by the Construction Project Manager and archived in EDMS.

11.8 Asphalt Plant Services:

Provide Asphalt Plant Inspection services for Verification:

- Ensure that all Bituminous Verification requirements are met.
- Provide recommendations regarding the disposition of substandard materials.
- Generate the Random Numbers and notify the Quality Control (QC) technician after the mixture is produced and instruct when the QC technician shall take the sample.
- Perform testing and inspection within the allotted timeframe, as defined in the contract documents. Perform daily inspections of the Producer's Facility to ensure that the Producer is complying with their QC Plan and the contract documents. Document all inspections in daily journal.
- Keep a daily journal using a format or electronic system directed by the District Bituminous Office documenting the arrival and departure time, failures, QC, Process Control (P.C.), and Independent Verification (IV) samples taken (time and load numbers), time that IV technicians arrived and departed, all verification inspections performed, any production related problems, and any other pertinent information that the District Bituminous Office directs to be documented. Electronically submit the daily journal to the District Bituminous Office at the completion of production for the day.
- Observe the QC testing for accuracy (on a random yet consistent basis) to ensure that the QC staff is accurately documenting the weights and calculations of the test results performed. Submit the copy of handwritten data to District Bituminous Office, as requested. Be familiar with the Producer's QC Plan for the facility and ensure that QC staff is following the Plan.

- Notify the District Bituminous Office immediately when recurring problems are encountered or serious lapses occur with the QC staff following their Producer QC Plan or the contract documents.
- Be knowledgeable of the contract documents pertaining to Asphalt Production and testing at the Producer facilities.
- Document all material sample failures and all specification violations in the daily journal and notify the Project Administrator (PA) and the District Bituminous Office immediately.
- Perform a daily review of the QC worksheets and records for accuracy and completeness. Notify the PA and the District Bituminous Office if the QC staff fails to complete the testing and pertinent paperwork within 24 hours and/or fails to enter the QC test results into the Department's database system within one working day of the testing. Make every effort to verify lots within the 24 hour timeframe, and on days the plant is producing.
- If resolution testing is required, notify the PA and the District Bituminous Office immediately. After obtaining the resolution test results from the District Materials Office, update the Composite Pay Factor (CPF) Worksheet and other pertinent Department forms. Enter necessary information into the Department's database system, and reissue revised forms to the PA within 24 hours of receiving the results from the District Materials Office unless directed otherwise. Provide the following additional plant inspection and testing related services, as requested:
 - Label and sign V and R sample boxes.
 - Inspect the asphalt plant, review, and analyze both QC and V test results and verify QC technician reports in Department's database are accurate.
 - Collect roadway cores for each IV sample collected.
 - Notify the Materials lab when Lot is completed and when Verification Technician needs to be sent to verify the completed lot.
 - Update the daily production spreadsheet.
 - Deliver IV samples to Materials Lab by the end of the day.
 - Recommend to stop or restrict asphalt plant production.
 - Approve, monitor, revise, transfer, and terminate Asphalt Mix Designs, as applicable.

12.0 PERSONNEL:

12.1 General Requirements:

Provide prequalified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

12.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: certifications, TIN number, education, and experience. The Consultant Action Request Form (ARF) along with any needed electronic access approval requests for personnel approval shall be submitted to the Construction Project Manager at least 14 calendar days prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within seven (7) calendar days of County notification.

Minimum qualifications for the Consultant personnel are set forth as follows: Exceptions to these minimum qualifications will be considered on an individual basis. For CTQP certifications which require training specifically developed for County specifications, the Consultant may propose project staff possessing an equivalent certification from a national or other state DOT accreditation program. These exceptions may be granted under the stipulation that the appropriate CTQP certification be obtained prior to the corresponding work activity or such other time as approved by the District Construction Engineer. The District Construction Engineer or designee shall have the final approval authority on such exceptions.

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

CEI SENIOR PROJECT ENGINEER - LICENSURE:

- Professional Engineer (PE) registered in the State of Florida
 - Ability to obtain endorsement in the State of Florida within six months of Project NTP if registered in another state

EXPERIENCE:

- Six (6) years of engineering experience
- Two (2) of those years involved in relevant transportation projects
- Exception: Five (5) years for Complex Category 2 (CC2) and PTS bridge structures
- A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

QUALIFICATIONS/ CERTIFICATIONS:

- FDOT Advanced MOT
- CTQP Quality Control Manager (Attend and pass the examination)

- To be achieved by Project NTP, if CEI Project Administrator/ Project Engineer holds qualification at time of proposal

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Directing a highly complex and specialized construction engineering administration and inspection program;
- Responsible for: Planning and organizing the work of subordinate and staff members;
- Responsible for: Developing and/or reviewing policies, methods, practices, and procedures;
- Responsible for: Reviewing programs for conformance with County standards.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER

EDUCATION:

- High School Diploma or Equivalent

LICENSURE (FOR CEI PROJECT ENGINEER):

- Professional Engineer (PE) registered in the State of Florida
- Must obtain endorsement in the State of Florida within six (6) months of Project NTP if registered in another state

EXPERIENCE:

For personnel with Engineering, Engineering Technology or Construction Management degrees:

- Two (2) years of engineering experience in relevant transportation projects.
- A Master's Degree in Engineering, Engineering Technology, or Construction Management may be substituted for one (1) year of engineering experience

For personnel without Engineering, Engineering Technology or Construction Management degrees:

- Eight (8) years of CEI or roadway or bridge construction experience,
- Two (2) of those years involved in relevant transportation projects.

QUALIFICATIONS/ CERTIFICATIONS:

Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that this position works under the supervision and direction of a Senior Project Engineer, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

- FDOT Advanced MOT
- CTQP Final Estimates Level II
- CTQP Quality Control Manager (Attend and pass the examination)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)

- Responsible for: Receiving general instructions regarding assignments and exercising initiative and independent judgment in the solution of work problems.
- Responsible for: Directing and assigning specific tasks to administrative and field staff and assisting in all phases of the construction project.
- Responsible for: Progress estimates and final estimates throughout the construction project duration.

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER

EDUCATION:

- High School Diploma or Equivalent

LICENSURE (FOR CEI ASSISTANT PROJECT ENGINEER):

- Professional Engineer (PE) registered in the State of Florida
- Ability to obtain endorsement in the State of Florida within six (6) months of Project NTP if registered in another state

EXPERIENCE:

For personnel with Engineering, Engineering Technology, or Construction Management degrees:

- One (1) year of engineering experience in relevant transportation projects.
- For personnel without Engineering, Engineering Technology, or Construction Management degrees:
- Six (6) years of responsible and related engineering experience
- Two (2) of those years involved in construction of relevant transportation projects

QUALIFICATIONS/ CERTIFICATIONS:

- FDOT Advanced MOT
- May obtain with six (6) months after Project NTP if holding a current FDOT Intermediate MOT certificate
- CTQP Final Estimates Level II

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)

CEI CONTRACT SUPPORT SPECIALIST

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- For personnel with Engineering, Engineering Technology, or Construction Management degrees:
 - No prior experience is required
- For personnel without Engineering, Engineering Technology, or Construction Management degrees:
 - Four (4) years of CEI experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System input, progress

- and final estimates, EEO compliance, processing Construction Contract changes, etc.); or
- Two (2) years of experience with 3D Modeling and CADD

QUALIFICATIONS/CERTIFICATIONS:

- CTQP Final Estimates Level II

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Exercising independent judgment in planning work details and making technical decisions related to the office aspects of the project
- Responsible for: Familiarity with the County's Procedures covering the project related duties as stated above and proficient in the computer programs necessary to perform those duties.
- Ability to: Become proficient in Trimble Business Center - Heavy Construction Edition (HCE) or approved surface to surface comparison software and Engineering Menu.
- Proficiency is the knowledge and expertise to:
 - Understand which surfaces are needed from the designer
 - Understand the survey data from the field
 - Prepare the survey data as needed for use in the software
 - Generate accurate earthwork quantities from the software

CEI ASSISTANT CONTRACT SUPPORT SPECIALIST – EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Two (2) years of secretarial and/or clerical experience
- Experienced with standard word processing and data management software

QUALIFICATIONS/CERTIFICATIONS:

- CTQP Final Estimates Level I
- Achieve prior to starting on the project

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Exercising independent initiative to help relieve supervisor of clerical detail
- Responsible for: Assisting the Project Administrator in office related duties (i.e., MAC, progress meetings, monthly and final estimates, EEO compliance, processing construction contract changes, data upload, submittal tracking, staff certifications, etc.)
- Responsible for: Project specific work under the general supervision of the Senior Project Engineer and staff

CEI SENIOR INSPECTOR

EDUCATION:

- High school graduate or equivalent

EXPERIENCE:

- Four (4) years of CEI experience in roadway or bridge construction

QUALIFICATIONS/ CERTIFICATIONS:

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- CTQP Concrete Field Technician Level I
- CTQP Concrete Field Inspector Level II (Bridges)
- CTQP Asphalt Roadway Level I
- CTQP Asphalt Roadway Level II
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection
- Required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structure foundations
- FDOT Intermediate MOT
- IMSA Traffic Signal Inspector Level I
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Performing highly complex technical assignments in field surveying and construction layout, marking, and checking engineering computations, inspecting construction work, and conducting field tests
- Responsible for: Coordinating and managing the lower level inspectors
- Responsible for: Performing work under the general supervision of the Project Administrator

CEI SENIOR ENGINEER INTERN

EDUCATION:

- Engineering or Engineering Technology degree
- Senior Engineer Intern classification requires an EI certificate.

EXPERIENCE:

- One (1) year of CEI experience in construction of roadway or bridge structures

QUALIFICATIONS/ CERTIFICATIONS:

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- CTQP Concrete Field Technician Level I
- CTQP Concrete Field Inspector Level II (Bridges)
- CTQP Asphalt Roadway Level I
- CTQP Asphalt Roadway Level II
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection
- Required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structure foundations
- FDOT Intermediate MOT
- IMSA Traffic Signal Inspector Level I
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Performing highly complex technical assignments in field surveying and construction layout, marking, and checking engineering computations, inspecting construction work, and conducting field tests
- Responsible for: Coordinating and managing the lower level inspectors
- Responsible for: Performing work under the general supervision of the Project Administrator

CEI INSPECTOR – EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Two (2) years of experience in construction inspection,
- One (1) year of which shall have been in bridge and/or roadway construction.

QUALIFICATIONS/ CERTIFICATIONS:

Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that the position works under the supervision and direction of a Senior Inspector or Senior Engineer Intern, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection
- Required for inspection of all drilled shafts including miscellaneous structures such as sign, lighting, and traffic signal structure foundations
- IMSA Traffic Signal Inspector Level I
- FDOT Intermediate MOT
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general supervision from and assisting the Senior Inspector in the performance of their duties

CEI ENGINEER INTERN

EDUCATION:

- Engineering or Engineering Technology degree

EXPERIENCE:

- Engineering intern classification requires an EI certification
- Must obtain within three (3) months of Project NTP
- Ability to earn the required qualifications and certifications listed below within one year.

QUALIFICATIONS/ CERTIFICATIONS:

Qualifications/Certifications for this position may be obtained within one year from the date of hire provided that the position works under the supervision and direction of a Senior Inspector or Senior Engineer Intern, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained

If not working under the direction of a Senior Inspector or Senior Engineer intern, must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection
- Required for inspection of all drilled shafts including miscellaneous structures such as sign, lighting, and traffic signal structure foundations
- IMSA Traffic Signal Inspector Level I
- FDOT Intermediate MOT
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general supervision from and assisting the Senior Inspector in the performance of their duties

CEI INSPECTORS AIDE – EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- No prior experience necessary

QUALIFICATIONS/ CERTIFICATIONS:

- FDOT Intermediate MOT - Must obtain within the first six months of the assignment

ABILITIES/ RESPONSIBILITIES:

- Ability to: Perform basic mathematical calculations and follow simple technical instructions
- Responsible for: Assisting higher-level inspectors

SUR CREW CHIEF – EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Four (4) years of experience in construction surveying
- Two (2) years as Crew Chief
- Experienced in field engineering and construction layout, making and checking survey computations, and supervising a survey party

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Ability to: Perform work under general supervision of the Project Administrator

SUR INSTRUMENT OPERATOR – EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Three (3) years of experience in construction surveying
- One (1) year as Instrument Person
- Experienced in field engineering and construction layout, making and checking survey computations, and supervising a survey party

ABILITIES/ RESPONSIBILITIES:

- Responsible for: Receiving general supervision from and assisting the Crew Chief

SUR ROD PERSON –

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Some survey experience or training preferred

ABILITIES/ RESPONSIBILITIES:

- Responsible for: Receiving general supervision from and assisting the Crew Chief

CEI SECRETARY/CLERK TYPIST-

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Two (2) years of secretarial and/or clerical experience

QUALIFICATIONS:

- Experienced in the use of standard word processing software

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Ability to: Exercise independent initiative to help relieve the supervisor of clerical detail
- Responsible for: Working under the general supervision of the Senior Project Engineer and staff

12.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

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

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

13.0 QUALITY ASSURANCE (QA) PROGRAM:

13.1 Quality Assurance Plan:

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

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

A. Organization:

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

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was performed in accordance with the Contract Documents and County procedures.

13.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

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

13.3 Quality Records:

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

14.0 CERTIFICATION OF FINAL ESTIMATES:

14.1 Final Estimate and As-Built Plans Submittal:

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

Submit the Final Estimate(s) and one (1) set of final “as-built plans” documenting the Contractor’s work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to the County.

14.2 Certification:

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

Duly authorized representative(s) of the Consultant firm will provide a digitally signed form pursuant to County’s procedures.

14.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Documentation submitted to the District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

15.0 AGREEMENT MANAGEMENT:

(1) With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of additional Agreement calendar days allowed to date, an estimate of the additional 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.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

16.0 OTHER SERVICES:

Upon written authorization by the Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this

Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

17.0 POST CONSTRUCTION CLAIMS REVIEW:

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

18.0 CONTRADICTIONS:

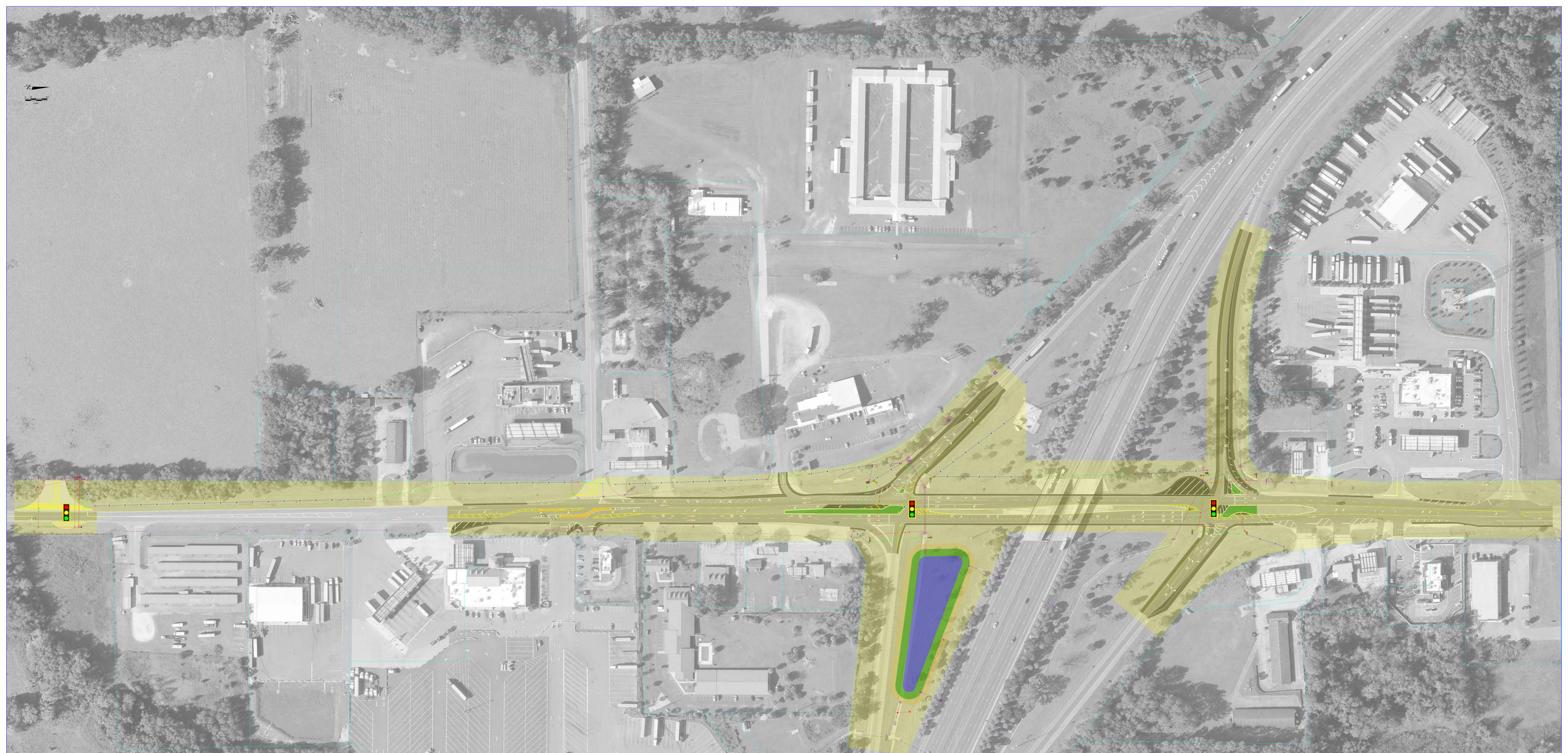
In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

19.0 THIRD PARTY BENEFICIARY

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

20.0 COUNTY AUTHORITY

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 11.1 herein.



EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Contractors and subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The Contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____ Title: Firm: _

Address: _____ City, State, Zip: ____

41. Non-Collusion Affidavit

STATE OF

COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider; Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day ____ of _____

By _____ as _____ of

, who personally swore or affirmed that

_____ he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me **OR** has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number
2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]
whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]

4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

___ *Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.*

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

___ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

___ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

___ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "Public Entity Crimes", is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day ____ of _____

~~2~~ By _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me **OR** has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _ _ _ _ _

42. Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the solicitation response.

In order to have a drug-free workplace program, a business shall:

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' 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/proposal a copy of the statement specified in the first paragraph .
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, 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, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____ of _____

The foregoing instrument was executed before me this day ____

20__, by _____ as _____ of

_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me **OR** has produced _____ as identification .

(stamp)

NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

Before me, the undersigned authority, personally appeared _____ who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)

in _____ and principal office in _____. Said entity is submitting this proposal/offer to

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day ____ of _____
20 __, by _____ as _____ of
-----, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp) . NOTARY PUBLIC, State of _____

HUMAN TRAFFICKING AFFIDAVIT

AFFIANT SWEARS UNDER PAIN AND PENALTY OF PERJURY THAT THE COMPANY OR ENTITY DOES NOT USE COERCION FOR LABOR OR SERVICES AS DEFINED BY FLORIDA STATUTE § 787.06 WHICH IS HEREBY INCORPORATED BY REFERENCE.

(Company or Entity Name)

Affiant who is an Officer/Authorized Representative of Company or Entity:

(Signature)

(Printed Name)

(Date)

STATE OF _____)

COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 202__ by _____, by means of physical presence and _____ who is personally known to me or _____ has produced _____ as identification.

(NOTARY STAMP)

Notary Public

INSERT W9
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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this ___ day of _____, 2025 by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, Fl. 32056, and _____ (hereinafter the "CONSULTANT"), whose address is _____

WHEREAS, the COUNTY desires to engage the CONSULTANT to perform certain services for _____ (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONSULTANT agree as follows:

1. Standard of Care – CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional and workmanlike manner.

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

2. Scope of Agreement. The CONSULTANT'S relationship to the COUNTY shall be that of independent CONSULTANT, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Consultant Services and the scope of services included in _____ along with CONSULTANT'S Submittal to the Bid/RFP/RFQ.

CONSULTANT undertakes performance of the Services as an independent CONSULTANT and shall be wholly responsible for the methods of performance.

COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

The CONSULTANT hereby represents and warrant that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

The COUNTY reserves the right to accept the use of a SUBCONTRACTOR or to reject the selection of a particular SUBCONTRACTOR and to inspect all facilities of any SUBCONTRACTOR.

If a SUBCONTRACTOR fails to perform or make progress, as required by this Agreement, and it is necessary to replace the SUBCONTRACTOR to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUBCONTRACTOR by the COUNTY. Failure of SUBCONTRACTOR to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

3. Period of Service. The CONSULTANT shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement.
4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONSULTANT or expenses incurred by the CONSULTANT exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.
5. Additional Services. The CONSULTANT shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONSULTANT shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
6. Invoices. Invoices will be submitted by the CONSULTANT upon completion of the work described in task work orders. Invoices shall be submitted to Board of County Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.
7. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the CONSULTANT will be paid as hereinafter provided for all authorized services rendered to the date of such termination. The amount payable to the CONSULTANT in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the CONSULTANT'S receipt of notice of termination.
8. Insurance. The CONSULTANT shall maintain the following insurance coverage:

- General Liability, Each Occurrence:	\$1,000,000
- Aggregate:	\$2,000,000

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONSULTANT shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONSULTANT from its insurer; and noting contained herein shall absolve CONSULTANT of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.
- c. COUNTY shall be endorsed to the required policy, or policies, as an additional insured.

9. Indemnification

- a. Hold Harmless. The CONSULTANT shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including attorney fees and all cost of litigation and judgements, and related obligations to the extent cause by or related to any action, willful misconduct or any negligent act, error or omission of the CONSULTANT, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONSULTANT of his liability and obligations under any other portion of this Agreement. This section shall not apply to CONSULTANT when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.
- b. Completeness and Accuracy of Deliverables. The CONSULTANT shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONSULTANT shall be borne by the CONSULTANT. The fact that the COUNTY has accepted or approved the CONSULTANT'S services shall in no way relieve the CONSULTANT of any of its responsibilities. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONSULTANT should reasonably expect to be accurate and which the CONSULTANT could not reasonably be expected to know to be inaccurate.

- c. Claims Against the COUNTY. The CONSULTANT agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONSULTANT to complete the services. Such an agreement shall be made in writing between the parties.
10. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY before the final payment is made to the CONSULTANT.
11. Non-discrimination.
- a. The CONSULTANT agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.
- b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONSULTANTS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONSULTANTS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONSULTANT acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONSULTANT shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Columbia County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the consultant services of the CONSULTANT in this Agreement, the COUNTY does not request the CONSULTANT to undertake uninsurable obligations involving or related in any manner to hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONSULTANT, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONSULTANT.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

- a. Keep and maintain public records required by the COUNTY in order to perform the Services.
- b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.
- d. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
- e. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
BCCADMIN@COLUMBIACOUNTYFLA.COM .**

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

COUNTY - BOARD OF COUNTY COMMISSIONERS

By: _____

Date: _____

, Chairman

ATTEST: _____

Date: _____

Clerk of Court

Form Approved by County Attorney _____

CONSULTANT-

By: _____

Date: _____

Print/Type Name & Title

Date: _____

Witness:

EXHIBIT A