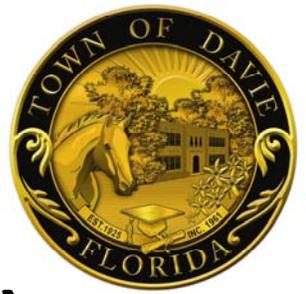


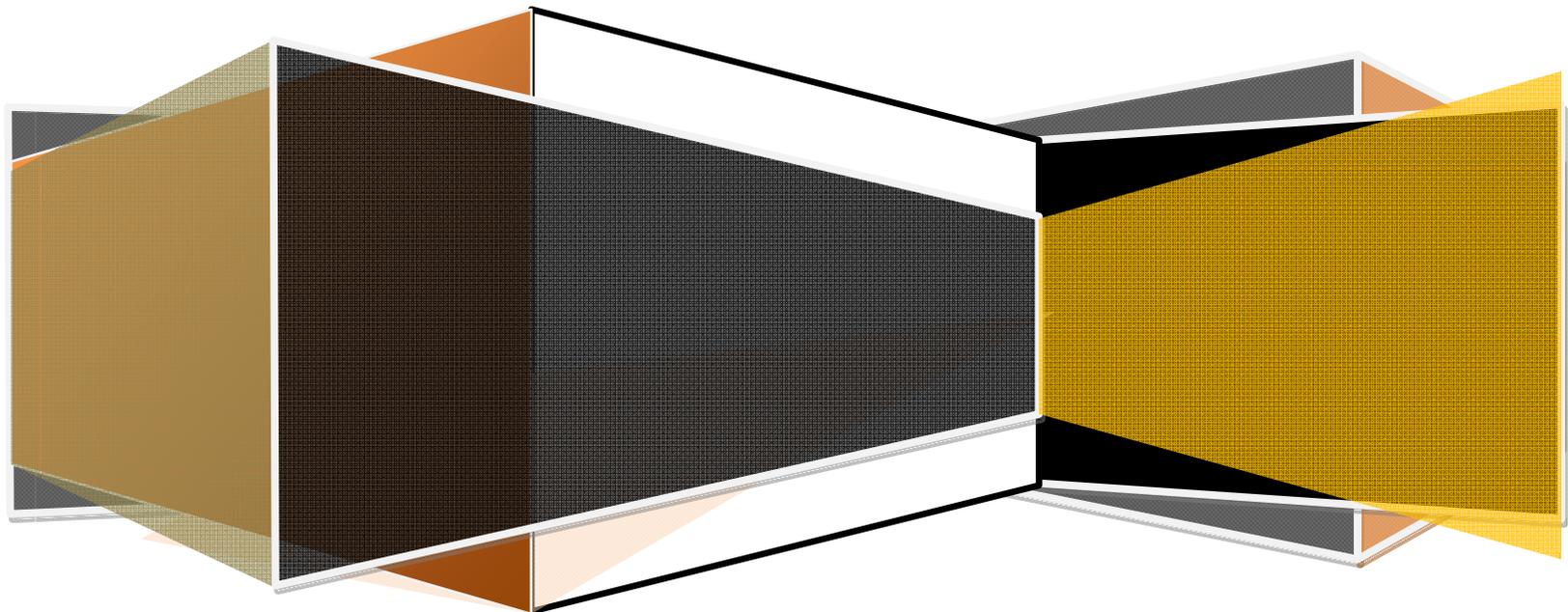
TOWN OF DAVIE, FLORIDA



# Local Agency Project (LAP) Certification Guide

Davie Road (SW 39th Street to Nova Drive)

FM # 433456-1-58



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# TOWN OF DAVIE

## Davie Road (SW 39th Street to Nova Drive) - FM: 433456-1-58

Reviewed By:	Signature:
<b>Agency Project Manager</b> Name: Laura A. Borgesi, PE, PSM Title: Town Engineer	
<b>Purchasing Manager</b> Name: Herb Hyman Title: Procurement Manager	
<b>Local Agency Engineer</b> Name: Laura A. Borgesi, PE, PSM Title: Town Engineer	
<b>Grants Administrator</b> Name: C. Mitch Taylor, MPA Title: Intergovernmental Affairs Coordinator	
<b>Human Resource Director</b> Name: Stacey D. Hipsman, J.D., SPHR Title: Human Resources Director	
<b>Local Agency Manager</b> Name: Richard J. Lemack Title: Town Administrator	

## Local Agency Staff Qualifications

Local Agency designated personnel:

### **Disadvantage Business Enterprise (DBE) Liaison Officer**

Name: Herb Hyman  
Title: Procurement Manager  
Phone: (954) 797-1016  
E-mail: hhyman@davie-fl.gov  
Address: 6591 Orange Drive  
Local Agency: Davie  
State: Florida  
ZIP Code: 33314

### **Title VI Officer**

Name: Macciano K. Lewis  
Title: Assistant Town Administrator/EEO Officer  
Phone: (954) 797-1034  
E-mail: mlewis@davie-fl.gov  
Address: 6591 Orange Drive  
Local Agency: Davie  
State: Florida  
ZIP Code: 33314

### **Equal Employment Opportunity (EEO)/Affirmative Action Officer**

Name: Macciano K. Lewis  
Title: Assistant Town Administrator/EEO Officer  
Phone: (954) 797-1034  
E-mail: mlewis@davie-fl.gov  
Address: 6591 Orange Drive  
Local Agency: Davie  
State: Florida  
ZIP Code: 33314

### **Americans with Disabilities Act (ADA) Coordinator**

Name: Evelyn Roig  
Title: Town Clerk  
Phone: (954) 797-1011  
E-mail: eroig@davie-fl.gov  
Address: 6591 Orange Drive  
Local Agency: Davie  
State: Florida  
ZIP Code: 33314

# PART A

## ADMINISTRATIVE OPERATIONS

## Sub-recipient Compliance Assessment

Refer to **Exhibit A** for the ADA Assessment Tool and Title VI Assessment Tool form.

## Advertising for Bids

All bidding documents must be approved by FDOT prior to advertisement. All Local Agency Program (LAP) projects administered by the *Town of Davie* shall be advertised. Advertisements must be placed a minimum of 21 calendar days prior to the established bid opening, in at least one major circular newspaper, *Town of Davie* Website or associated Online Supplier Registration Web Based System.

Approval from the Florida Department of Transportation, District 4 Local Agency Programs, shall be obtained by the *Town of Davie* prior to issuing any addenda which contains a major change to the approved plan or specification during the advertising period. Major change is defined by which the total contract price is estimated to increase or decrease by twenty five percent or greater (25%), and/or a substantial deviation from the project scope, or any changes related to right-of-way or any environmental Federal requirement change. Addendums such as interpretations, clarifications, additional information and minor changes need not be approved by FDOT.

## Bid Opening and Tabulation

The *Town of Davie* shall publicly open and announce either item by item or by total amount all bids received in accordance with the terms of the advertisement. Any bid received and not read aloud, shall have the name of the bidder and the reason for not reading the bid aloud publicly announced at the letting.

The *Town of Davie* shall forward Tabulations of bids certified by a responsible official to FDOT. The tabulation shall show: (1) Bid item details for at least the low three acceptable bids and (2) The total amounts of all other acceptable bids.

*Town of Davie* shall forward the bid tabulations shall show at least the three (3) lowest bids showing the item descriptions and total bid. Bid tabulations shall be forwarded electronically by the *Town of Davie* to the FDOT LAP Project Manager.

## Bid Analysis and Award of Contract

A desk review is required for the federally funded contracts:

- Low bid is 10% or higher above the official estimate for contracts in which the estimate is greater than \$500,000.
- Low bid is 15% or higher above the official estimate for contracts in which the estimate is less than or equal to \$500,000.
- Low bid is 25% or higher below the official estimate for all contracts.
- Single-bidder contracts

- Re-let contracts

In addition to the above, contracts that contain significantly unbalanced bids, such as penny bids, will be reviewed. These contracts will require an explanation of the unbalanced bid from the contractor.

### DESK REVIEW

Evaluations shall be based solely upon the requirements and criteria set forth in an RFP document, or bid (ITB) specification and any addenda. Any other information submitted by a vendor will, therefore, not be considered as part of an official response. An unsigned, improperly prepared or incomplete response will not be considered for evaluation or award. All of the Town's documents for competitive responses have wording such as, "The Town reserves the right to accept or reject, any or all responses, in part or in total, and to waive any minor informalities, as deemed in the best interest of the Town," and "... responsive, responsible bidder meeting the requirements and criteria set forth in the specifications." Such wording allows the Town some latitude in evaluating vendors and their responses. Bid evaluations are made by a representative of the requesting department. RFP evaluations are made by a Selection Committee. The Selection Committee shall be comprised of the Procurement Manager, a representative of the using department (not to exceed two voting members) and any other Town employees as deemed necessary by the Procurement Manager. Non-voting consultants can attend the Selection Committee meeting to offer assistance if deemed appropriate by the committee. Modifications to the composition of any Selection Committee can be made by the Town Administrator or designee. Minor informalities are those that will not alter a bidder's relative position with respect to receiving an award and performing, as required.

Particular RFP's, or ITB's may require the meeting of special specifications or the fulfillment of additional requirements by a vendor, e.g., an on-site visit to the vendor's place of business or to that of a customer(s) referred by the vendor, a presentation or physical demonstration of an item(s), a listing of experiences with other customers, a sample of an item(s) for examination, suggestions of alternative products or services, etc. RFP's, and ITB's with such specifications or requirements will take more time to evaluate than those without. All participating vendors should be made aware of this.

If the document used for competitive solicitation is a bid specification, the following steps should be taken:

1. The Procurement Manager will review the bids for commercial completeness and commercially ranks the bids from lowest to highest. He/she will send the bids to the requesting department. The requesting department reviews the responses for technical compliance with the Bid Specification.
2. If the recommendation for award is affected by the Town's Local Vendor Preference Policy, the using department will advise the Purchasing Division if all responding vendors are responsive. If so, the Purchasing Division will contact any effected vendor to see if they want to submit a second bid as outlined in the Town's Local Vendor Preference Policy. Once that process is complete, the

Purchasing Division will contact the using department so that they can complete their recommendation for award

3. The requesting department will make a recommendation to the Purchasing Division. If the lowest bidder is not chosen, sufficient justification in the form of a memo or disbarment form must be included with the recommendation.
4. Once the Procurement Manager approves the bid recommendation, the requesting department is instructed to prepare a Resolution. The Purchasing Division will post the recommendation on the Town's website as intent to award.
5. The requesting department will then generate a resolution and an Agenda Report. The Agenda Report must contain a statement regarding the effect that the Town's Local Vendor Preference Policy has on the award. The Purchasing Division will provide the following documents to the department preparing the resolution: Procurement Authorization form with complete bid information, W-9 from recommended bidder, Vendor/Bidder Disclosure form from recommended bidder, Sunbiz incorporation information (Florida Department of State Division of Corporations, [www.sunbiz.org](http://www.sunbiz.org)) from recommended bidder, bid opening report detailing how many bids were sent to prospective respondents and how many bids were received.
6. When the Resolution is passed by the Town Council, it will be authorized by the Mayor and the Town Clerk. The Town Clerk will assign a Resolution and inform the departments when it is available.
7. Once this document is received in the Purchasing Division, it can be used to create a PO from the original Requisition. The Resolution number will be entered on the PO. The Procurement Manager will check for proper authorization on the Resolution before creating the PO.
8. All bids which are awarded by Resolution are considered to be valid for one year from the date of Resolution (unless otherwise specified), provided that the vendor is willing to perform the same service or provide the same product at the awarded price. If any of the conditions mentioned above are altered, it will be necessary to re-bid.
9. If, the Town enters into a certain contracts that has a specific term (e.g., 2 years, 5 years, with certain renewals or extensions, etc.), that term must be mentioned in the Resolution which approves the award and communicated to Purchasing Division.

If the document used for competitive solicitation is a request for proposal or a request for qualifications:

1. Following the formal opening, the Purchasing Division will distribute a copy of each respondent's proposal to every Selection Committee member.
2. The using department will establish a meeting date to review the proposal responses. The Selection Committee will meet to decide on a short list, if necessary, of the most qualified firms. To ensure compliance with the Florida

Sunshine Law, **ALL** selection committee meetings must be publicly noticed at least 48 hours prior to the meeting.

3. The Purchasing Division will send a letter to the short listed firms establishing a date and time for oral presentations.
4. Following the oral presentations from the short listed firms, the Selection Committee will rank the firms in order of preference.
5. The Purchasing Division will prepare a resolution presenting the rankings from the Selection Committee. The Resolution asks the Council to ratify the rankings and authorize a negotiation team to negotiate a contract with the highest ranked firm. The Town Attorney shall review all contracts awarded and shall approve said contracts as to form prior to their execution by the appropriate Town officials.
6. Once a contract has been negotiated, the original requesting department prepares a Resolution requesting the Mayor to execute the contract on behalf of the Town.
7. Upon issuance of the Resolution and any fully signed contract, a PO shall be issued. Reference: IV Purchase Requisitions/Orders, Page 14.
8. The Town Administrator or his/her designee is hereby authorized to terminate any contract entered into by the Town when he/she determines that a party to the contract has breached or failed to perform one or more of its obligations under the contract. Except in the case of an emergency, where such advance notice is not possible, or where the contract was entered into without Town Council approval. When a contract is entered into by the Town pursuant to Town Council approval and is terminable by the Town without cause, only the Town Council is authorized to terminate the contract without cause; provided, however, that any termination without cause shall require at least a three-fifths (3/5ths) affirmative vote of the Town Council. If the Mayor or any Council members desires that a contract be terminated without cause, he/she shall notify the Town Administrator in writing and request that the item be placed on the next Council agenda.

### GENERAL TERMS AND CONDITIONS FOR SUBMITTING BIDS

The *Town of Davie* includes the following terms and conditions to contractors on all Request for Proposal (RFP) responses:

1. Submission and Receipt of Bids

It will be the sole source responsibility of the bidder to see that their bid is received prior to the specified time of bid opening as identified herein. Bids will be submitted in sealed envelopes showing the bidder's return address and clearly marked "Sealed Bid- (specify name of bid)". If bid is sent by mail, the bidder shall be responsible for its delivery to the office of the Purchasing Division by or prior to the hour and date shown herein for receipt of bids. Bids received after that hour and date will not be considered and will be returned unopened.

Bidders shall submit all pricing information on the proposal forms furnished. All quotations and proposals must be signed in those spaces provided with the firm name and by an officer or employee having the authority to bind the company or firm by his signature. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be typewritten or written with pen and ink. Signatures must be in ink.

2. Delivery

Items shall be delivered Free On Board (F.O.B.) destination (where applicable). The delivery costs and charges will be included in the bid price. Failure to do so may be cause for rejection of your bid.

3. Discounts

All discounts (prompt payment, overall award of all bid items, etc.) will be considered in evaluation to determine the lowest "net" cost to the Town.

4. Brand Names

Whenever materials or equipment are specified or described in the specification by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information with his/her bid to allow the Town to determine that the material or equipment proposed is equivalent to that named. The Town will be the sole judge concerning the merits of proposed material or equipment.

5. Taxes

The Town of Davie is exempt from any taxes imposed by the State or Federal Government. Exemption certificates will be supplied upon request.

6. Signed Bid Considered an Offer

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town Council of the Town of Davie. In case of default on the part of the bidder after such acceptance, the Town may take such portion as it deems appropriate including legal action for damages or specific performance.

7. Reservations for Rejection and Award

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests.

8. Prices to be Firm

Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety (90) days from the date of the bid opening. Prices shall be firm with no escalator clauses.

9. Laws and Regulations

All applicable laws and regulations of the Federal Government, the State of Florida, and ordinances of the Town of Davie will apply to any resulting award. All Occupational Safety and Health Administration (O.S.H.A.) rules and/ or regulations will apply to any goods or services supplied as a result of this bid.

10. Public Entity Crimes Information

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity in the excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

12. Legal Workforce

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully issued a current work permit or admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. The Contractor shall be responsible for using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all employees or subcontractors during the term of this contract. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

13. Conflicting Language

Should the specific terms and conditions conflict with the general terms and conditions, the specific terms and conditions shall prevail.

14. Payment

The Town's preferred method of payment is through use of its procurement card (Visa). Evaluation credit will be given to vendors who will accept this payment method.

All appropriately submitted invoices other than those paid with a procurement card will be paid in accordance with the Florida Prompt Payment Act.

15. Gifts and Gratuities

Town policy prohibits acceptance of any gifts. Employees must not become obligated to any supplier and shall not participate in any Town transaction from which they will benefit directly or indirectly.

16. Insurance

The insurance requirements stated in this specification are the limits that will be required in order to be recommended for award. Bidders MUST submit a certificate of insurance with their bid submittal OR a letter from their insurance broker stating that the firm qualifies for the required limits should they be in a position to be recommended for award.

If a bidder provides the letter from their insurance broker, they will be required to submit a certificate of insurance with the required limits prior to beginning any work.

### NOTICE TO CONTRACTORS

Pay items, quantities, unit prices, and other pertinent information that significantly unbalanced bids are identified and recorded. Contracts with significantly unbalanced bids require the low bidder to have written acknowledgement of their bids. The *Town of Davie* will contact the contractor to obtain an explanation for each significantly unbalanced bid and record this explanation.

*Town of Davie* shall not award the contract to the contractor prior to the issuance of FDOT bid concurrence.

### **Contract Time**

For projects occurring within *Town of Davie* Roadways (i.e non-SHS, non-NHS), and non-roadway construction projects, such as deployment of ITS devices, the Contract Time shall be indicated in the invitation to bid and shall be based on full completion from the notice to proceed. Contract time shall be in calendar days and amended in accordance with Section 8 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

For projects occurring within NHS/SHS roadways, the contract time shall be determined in accordance with the FDOT CPAM, section 1.2.

## Engineer's Estimate

- Develop line items, adhering as closely as possible to FDOT Basis of Estimates.
- Input quantities for each line item using visual estimation, computer-assisted estimate, etc.
- Generate unit costs for each line item using FDOT Listing of Master Pay Items, bid tabulations from previous projects, local engineering knowledge, etc.
- Calculate costs for each line item by multiplying quantity by unit cost.
- Sum the costs to determine the total cost.

For projects occurring within NHS/SHS roadways, the engineers estimate shall based on the latest edition of FDOT's Basis of Estimates Manual.

## Project Supervision/Staffing

Refer to **Exhibit B**, Construction Narrative, for the *Town of Davie* organizational chart, resumes and CBTs.

## Warranty Clauses

All materials and equipment incorporated into any Work shall be warranted and guaranteed as new quality, and of the highest grade of quality for their intended use, and all Work shall be performed standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, shall exhibit high quality architectural principles, and shall be in compliance with all governing laws, regulations, applicable building codes, hurricane design, and applicable Florida Building Code.

Contractor warrants all work against defects for a period of one year (unless longer guarantees or warranties are provided for elsewhere in the Contract or at law in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by Contractor or any of its subcontractors.

Contractor shall repair or replace the defective Work and cure such defect within 48 hours of receipt of written notice. Contractor warrants such repaired or replaced Work for a period of one (1) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the Contractor fail to timely cure such defects, the Local Agency may proceed to perform work at the Contractor's expense and back charge the Contractor for all costs associated with the work.

Contractor agrees to require that all of its subcontractors, suppliers and material men provide warranties in their agreements at least sufficient to satisfy Contractor's obligations in the construction contract; and Contractor shall assign all such warranties to the Local Agency as a condition precedent to the receipt of final payment. Contractor agrees to defend and indemnify

Local Agency against all fees and cost should Contractor fail to obtain the warranty protections required.

## **Fair, Open and Competitive Selection of Qualified Consultants**

The Local Agency will procure and a design firm for professional engineering and design services for design project administration. When engineering and design services is partially or fully funded by Federal-aid funds, the Local Agency shall hire an engineering and design services firm through a competitive negotiation/qualifications based selection (Brooks Act) procedures (as specified in 23 U.S.C. 112(b)(2)(A) and 23 CFR 172.5(a)(1)). This provision shall supersede the requirement as written in the Local Agency Procurement Code.

## **Single Audit**

Refer to **Exhibit C** for the Local Agency's single Audit

# **PART B**

## **PROFESSIONAL SERVICES REQUIREMENTS**

## Fair, Open, and Competitive Selection of Qualified Consultants

Refer to **Exhibit D** for the Local Agency's sample advertisement and **Exhibit E** for the sample contract documents.

A copy of the in-house staff hour estimate, short list and records of negotiation will be submitted to FDOT for review prior issuing the professional services contract.

## Federally Required Forms

Refer to **Exhibit F** for the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts; Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts; Standard Form-LLL, Disclosure of Lobbying Activities Form. A copy of the sample contract document is included in **Exhibit E**.

## Overhead Rates

If the Consultant is prequalified, a copy of the Procurement Office's letter of approval of the overhead rate should be included in the fee proposal. FHWA policy is that overhead rates are not negotiated. The Town will exclude contract language that places a cap on Overhead Rates (Indirect Rates) and Direct Salary multipliers.

## DBE and MBE Participation

For all federally funded projects that are received from the FDOT, the Local Agency agrees to adopt the MBE/DBE Program and MBE/DBE goal that has been established by the FDOT. The Anticipated MBE/DBE Participation Statement and the Bid Opportunity List will be completed and forwarded to the FDOT for each contract that includes federal funds. In addition, the Local Agency of Davie will ensure that the actual payments made to all subcontractors or sub-consultants will be provided to the FDOT when the contract is complete.

By submission of this bid the contractor agrees to execute and submit DBE Bid package information, (FDOT Form 275-030-11, November 2012 or later, FDOT Form 275-030-11a, December 2012 or later).

## E-Verify

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

## Required Federal Aid Provisions

Refer to **Exhibit E** for the FDOT Standard Professional Services Agreement.

# **EXHIBIT A**

## **ADA ASSESSMENT TOOL AND TITLE VI ASSESSMENT TOOL FORM**



## Sub-Recipient Nondiscrimination Compliance Assessment Tool

23 Code of Federal Regulations (CFR) Part 200 requires that the Florida Department of Transportation (FDOT) conduct periodic reviews of cities, counties, planning agencies and other recipients of federal-aid highway funds to ensure they are complying with Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Title VI states that “no person in the United States shall be excluded from participation in, denied the benefits of, or be subjected to discrimination in any Federally-funded program, policy or activity on the basis of race, color or national origin.” Similarly, the Highway Act of 1973, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) prohibit discrimination on the basis of sex, age and disability, respectively.

FDOT has developed this assessment as a means of determining sub-recipient nondiscrimination compliance; helping sub-recipients understand their nondiscrimination responsibilities; and assisting FDOT in planning future training and technical assistance. Sub-Recipient Nondiscrimination Compliance Assessments must be completed as a condition of LAP Certification and each triennial Recertification. The Assessments may be used as the basis of random or risk based reviews by either FDOT or Federal Highway Administration (FHWA).

This assessment is designed to take only a few minutes of your time. Please complete the Assessment and upload it to LAPIT, attaching related documents as requested. Please contact your District LAP Administrator or the Statewide LAP Administrator with questions.

1. Name of your organization. Total number of employees, full and part-time:
  
  
  
  
  
  
  
  
  
  
2. Please list the name, title and contact information of your organization’s Nondiscrimination Coordinator. Note, if your organization has both ADA and Title VI/Nondiscrimination Coordinators, please list information for both.

**Title VI/Nondiscrimination Coordinator**

**ADA/504 Coordinator**

3. Does your organization have a written nondiscrimination policy and/or notice, and complaint filing procedures for discrimination based on race, color, national origin, sex, age and disability? Note, this request does not include your organization's employment discrimination policies/procedures (i.e. Title VII).

Enter Link below or upload document to LAPIT:

4. How does your organization advise the public of nondiscrimination policies or other similar information?

Check all that apply

Web Page

Social Media

Postings in Public Buildings

Public Meetings

Publications/Media

5. Does your organization have a written plan for providing language services for those who do not speak English in accordance with Executive Order 13166? (*Meaningful Access for Limited English Proficiency (LEP)*)?

Enter Link below or upload document to LAPIT:

6. Does your organization take steps to avoid, minimize or mitigate disproportionately high and adverse impacts to minority and low income communities in accordance with Executive Order 12898 (*Environmental Justice in Low Income and Minority Populations*)?

Briefly explain:

7. Does your organization provide outreach to and solicit input on programs and activities from communities or groups that represent minority, low income, elderly and disabled persons?

Briefly explain:

8. Does your organization collect and review demographic data (race, national origin, age, etc.) on those affected by organization decisions?

Check all that apply:

- Census
- American Community Survey
- Department of Education
- School Board
- Community Development Offices
- Other sources

9. Has your organization completed and uploaded an FDOT Nondiscrimination Agreement? See document at <http://www.dot.state.fl.us/planning/policy/metrosupport/titlevi.pdf>

10. Does your organization ensure that Appendix A from the Nondiscrimination Agreement is included in *all* LAP contracts, subcontracts and other agreements?

11. Does your organization ensure that FHWA 1273 is included in all design/build and construction contracts and subcontracts, regardless of tier? <https://www.fhwa.dot.gov/programadmin/contracts/>

12. Does your organization ensure that DBE Assurance Language is included in all professional services contracts and subcontracts, regardless of tier in compliance with 49 CFR 26.13? <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=604b319940463f8eff9057720fcadf20&rgn=div8&view=text&node=49:1.0.1.1.20.1.18.7&idno=49>

13. What design standards does your organization use to comply with ADA when planning, designing or constructing transportation facilities?

2006 Standards for Transportation Facilities

Public Rights of Way Accessibility Guidelines (PROWAG)

Florida DOT Design Standards

Florida GreenBook

Other\_\_\_\_\_

. Does your organization install truncated dome detectable warnings on curb ramps?

If no, briefly explain:

15. Does your organization construct/improve curb ramps pursuant to the DOJ/DOT Technical Assistance Memo? [http://www.fhwa.dot.gov/civilrights/programs/doj\\_fhwa\\_ta.cfm](http://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta.cfm)

If no, briefly explain:

16. Does your organization use FDOT's design exception process if/when accessibility is technically infeasible?

If no, briefly explain:

17. Has your organization completed and publicly posted an ADA (or 504) transition plan for accessibility of pedestrian facilities within the public rights of way?

Enter Link below or upload document to LAPIT:

18. Has your organization been the subject of discrimination complaints (race, national origin, color, sex, age, disability, religion or family status) during the past three years? Note, this excludes employment related (i.e. Title VII) complaints.

Briefly explain, including complaint dates and disposition, if any:

19. My organization is completing this SCAT form in order to:

**Certify as a LAP agency**

**Re-Certify as a LAP agency**

**Comply with a request by FDOT and/or FHWA**

If you would like more information, please check with the following resources:

**USDOT**

FHWA ADA Website

<http://www.fhwa.dot.gov/civilrights/programs/ada.cfm>

Title VI Information

<http://www.fhwa.dot.gov/civilrights/programs/tvi.cfm>

**Florida DOT**

ADA Website

<http://www.dot.state.fl.us/projectmanagementoffice/ADA/default.shtm>

## TITLE VI/ NONDISCRIMINATION POLICY STATEMENT

The *Town of Davie* assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The *Town of Davie* further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI.  
The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendix A* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Date: 7/14/14

By: Macciano K. Lewis

MZARK Lewis, Town Administrator (Assistant)

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1. Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 4. Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of*

*Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part

**6. Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

It is the policy of the *Town of Davie* that disadvantaged businesses, as defined by Title 49, Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The *Town of Davie* and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the *Town of Davie* in a non-discriminatory environment.

The *Town of Davie* shall require its consultants to not discriminate on the basis of race, color, national origin, and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

Date: 7-16-14

By: 

m. Richard J. Lemack, Town Administrator

# EXHIBIT B

## CONSTRUCTION NARRATIVE

## Project Scope

The proposed multimodal project along Davie Road from Nova Drive (SW 24<sup>th</sup> Street) to SW 39<sup>th</sup> Street will include the construction of a 12 foot landscaped median, widening of existing sidewalks (from 5 feet to 8 feet) and the construction of bike lanes. The project is located within and adjacent to two areas of regional significance including the South Florida Education Center (SFEC) and the Town's 2,200 acre Regional Activity Center (RAC). The SFEC campus is one of the biggest generators of traffic in Broward County and consists of a consortium of educational institutions including Broward College, Nova Southeastern University, Florida Atlantic University, University of Florida, and McFatter Technical Center. Broward County Public Schools also have educational facilities and institutions in the SFEC. The RAC is identified in the Town's Comprehensive Plan as an area for transit-oriented development that connects development and transit by means of sidewalks and bikeways. Specifically, the proposed project will provide bike lanes where none exist and widen existing sidewalks connecting to several transit options and multimodal opportunities available in the SFEC and RAC area. These options include bus service along Davie Road and Nova Drive that is serviced by Broward County Transit, the SFEC/Tri-Rail Express Shuttle, the NSU Shark Shuttle, and the Town's Community Green/Blue Route Shuttle. All of these mass transit choices run within the Davie Road project, except the Shark Shuttle. These routes provide connectivity to University Drive and other transportation hubs countywide.

The project will also connect existing sidewalks and proposed bike lanes along Davie Road (both North and South), Nova Drive and SW 39<sup>th</sup> Street, to proposed multimodal projects within the area to include Central Broward East West Transit, the I-595 Express Bus Park-n-Ride lot along Davie Road, and the New River Greenway trail on Davie Road (from Nova Drive to State Road 84). In addition, the project will also connect to multifamily residential developments along and adjacent to Davie Road and existing commercial uses along Davie Road to include approved student housing at Downtown Davie. The connectivity produced by this project will positively impact pedestrian and bicycle accessibility to University Drive and link students, University staff and local residents to more housing and businesses in the area. The proposed project will connect to existing transit, proposed University Drive gateway and community mobility hubs.

In an effort to connect the public to multimodal opportunities in the area, the Town is committed to providing alternative transportation options for improved mobility in both the SFEC and the RAC. Currently, the proposed project area of Davie Road does not provide a bike lane however, a 5 foot sidewalk is provided on the right-of-way. The proposed project will complement the multimodal initiatives in the area because it will provide the public better connectivity and accessibility options to the SFEC and RAC, via sidewalk and bike lanes, not to mention the aesthetic and safety appeal of streetscape improvements. Consistent with the RAC Master Plan, the proposed sidewalk and bike lanes will provide additional mobility and a safer environment for designated users. The proposed landscaped median will help to reduce heat, calm traffic and improve comfort levels.

The project will directly impact an underserved area in the Town of Davie. Part of the project will take place in the Town's Eastern Community Development Block Grant (CDBG) target area. This target area includes the Potter Park, Playland Village, and Palma Nova residential areas. The Eastern Target Area is bounded to the north by SW 29<sup>th</sup> Street (near Nova Drive), on the south by Orange Drive. The Town estimates that there are approximately 7,400 residents in the Eastern Target Area and 77% of the residents in the Eastern Target Area are classified as low/moderate income. The Town of Davie Housing and Community Development Department has provided funding for the Davie Community Green Route that services much the residents in this target area. Many of the residents utilize public transportation or pedestrian means of moving around Town.

*The project budget is \$957,525.*

## **Project Management Planning**

Because this is a sidewalk project, the project management will be handled by a team consisting of staff from the Town of Davie Engineering Department, as listed in this document. If the Town of Davie determines assistance is needed, the Town will select a FDOT prequalified consultant using the appropriate Request for Proposal (RFP) process. As such, the Town of Davie and/or their consultants will oversee the following specific issues as outlined in FDOT terms:

**Design** – The design of this project will be completed by a firm selected by an FDOT approved RFP process. Because the project includes sidewalk construction with drainage modifications, the Davie Engineering Department will be highly involved with all design functions performed by the consultant.

**CEI** – Construction Engineering and Inspection services will ultimately be monitored by either staff from the Town of Davie Engineering Department or a consultant selected by an FDOT approved RFP process. Earthwork will be tested as specified by the Project Manager to ensure compliance with the specifications. The sidewalk form boards will be visually inspected by designated Town staff using smart levels prior to all concrete pours to ensure cross-slopes and running slopes meet American Disability Act (ADA) standards. In addition, concrete cylinders will be taken as per DOT specifications to verify that the materials utilized on site meet specifications set forth in the contract documents. If the materials fail to meet the required strength, replacement will be required. The Engineering Departments' Project Coordinator will ensure proper installation of the sidewalk, drainage modifications and all associated improvements. The Town has experienced staff with regard to sidewalk design and construction, as this is a typical function of the Town of Davie Engineering Department. Should the Town require further assistance, a consultant selected by an FDOT approved RFP process will be on "stand-by" to perform CEI activities as contracted.

- **Procedure for Meetings** – Meetings such as Pre-Bid and Pre-Construction will be held prior to issuance of a notice to proceed. At the Pre-Construction meeting, a schedule and guidelines for further administrative meetings will be created based on a contractor/Local Agency needs analysis.
- **Project Site Visits** – This will be established at the Pre-Construction meeting. Daily visits will be made by the Project Inspector and weekly visits will be made by assigned

Project Manager. All activity will be under the supervision of the Town of Davie Engineer and assigned officers as shown in our Local Agency Certification Qualification Agreement. Formal records will be kept and logged providing findings and detail of daily and weekly inspections.

- **Construction Staffing** – The individuals from the Local Agency Engineering Department that will be considered construction staffing for this project are as follows:
  - Town Engineer
  - Project Inspector
  - Intergovernmental Affairs Coordinator (invoice processing, reimbursement requests, misc administrative, etc.)
    - The above noted staff will report to and be under the supervision of the Town Engineer, and assigned officers as shown in our Local Agency Certification Qualification Agreement.
- **Record Keeping** – The Town Engineer with assistance from the Project Inspector and Intergovernmental Affairs Coordinator will be charged with record keeping for procurement, administration, daily logs, payroll compliance and other administrative/compliance/financial matters.
- **Project Documentation** – The Intergovernmental Affairs Coordinator will be responsible for uploading any necessary information in to the FDOT LAPIT web site.
- **Close – Out** – Town of Davie staff, will compile the final inspections, project sign-offs, final reports, lien releases, final DBE participations reports, warranty's, etc. The Local Agency and FDOT will be in receipt of all required close out documentation prior to release of final payment to the contractor. Town staff shall coordinate with FDOT Oversight CEI to closeout project.
- **Monthly Invoicing** – The Intergovernmental Affairs Coordinator, will review, prepare and submit all monthly invoices to FDOT.

## Compliance Plan

Compliance work will be conducted by FDOT compliance consultant on behalf of the Town of Davie. The Local Agency RCS contact will be Laura A. Borgesi, PE, PSM and coordinate FDOT.

## Maintenance of Traffic (MOT) Experience

MOT will be managed on two levels. First, in the Construction Services Contract, all potential contractors are required and responsible to operate and manage their work product under the FDOT Design Standards (Standard Index) or the Florida Department of Transportation MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (MUTCD)

Secondly, to insure the contractor is operating as required by the MUTCD, the Local Agency Project Inspector or designated consultant will monitor the project on a daily basis. He/She will

be responsible for submitting a weekly log to the Town Engineer of his/her findings and will immediately report non-compliance to the Town Engineer for Contractor intervention.

The Local Agency has designated personnel who possess the proper experience to manage the project. Should circumstance require additional review, the Local Agency's CEI, can assist the Local Agency in MOT review and application.

## **Cost Management**

All finances of construction shall be monitored by the Town Engineer, designated local agency staff and CEI, if hired. All change orders must have FDOT prior approval with the overrun/underrun calculation before proceeding, even if no additional participating funds or time is involved.

## **Time Management**

The Construction Services Contract shall set project time limits. From the notice to proceed, the Contractor shall be provided a reasonable amount of time, which will be determined prior to the Advertisement for Bid, to complete work. This may be amended during negotiations with the Contractor. Further parameters for enforcing time limits or modifying time limits will be provided in the Construction Services Contract. Time extension is a form of a change order shall be approved by FDOT prior to approval.

## **Quality Management**

The Construction Services Contract will include quality control. Issues such as construction methods, performance specifications, material sampling, guarantees and others will be outlined for compliance and work quality required by the Contractor. Quality labs and material testing will be utilized. Quality control for cross slopes and running slopes on the constructed sidewalk will be achieved through visual inspection by designated Local Agency staff. Second, all materials shall meet the required criteria and final pay will not be issued until materials are approved by designated personnel. Further, all sidewalk and associated modifications will be guaranteed by the contractor for up to one year after time of construction.

## **Safety Management**

The designated local agency staff and/or their CEI will be responsible to hold and document weekly safety meetings for all staff working on the project. Topics of discussion will be OSHA requirements and liability, typical safety hazards as well as hurricane preparedness if necessary.

## **Professional Practice**

Project Manager will be responsible for all communication to the project team. Any and all disputes will be corrected in the field, if possible, on a case by case basis. Supervision of this project will be overseen by the Local Agency Engineer, Assistant Local Agency Engineer, and Officer/Coordinator.

## **Project Experience**

The Local Agency has been previously certified. Under the LAP Certification, the Local Agency has constructed many projects in addition to a multitude of projects constructed under the Local Agency's Capitol Improvements Program. Some of the projects constructed under the LAP Certification include but are not limited to:

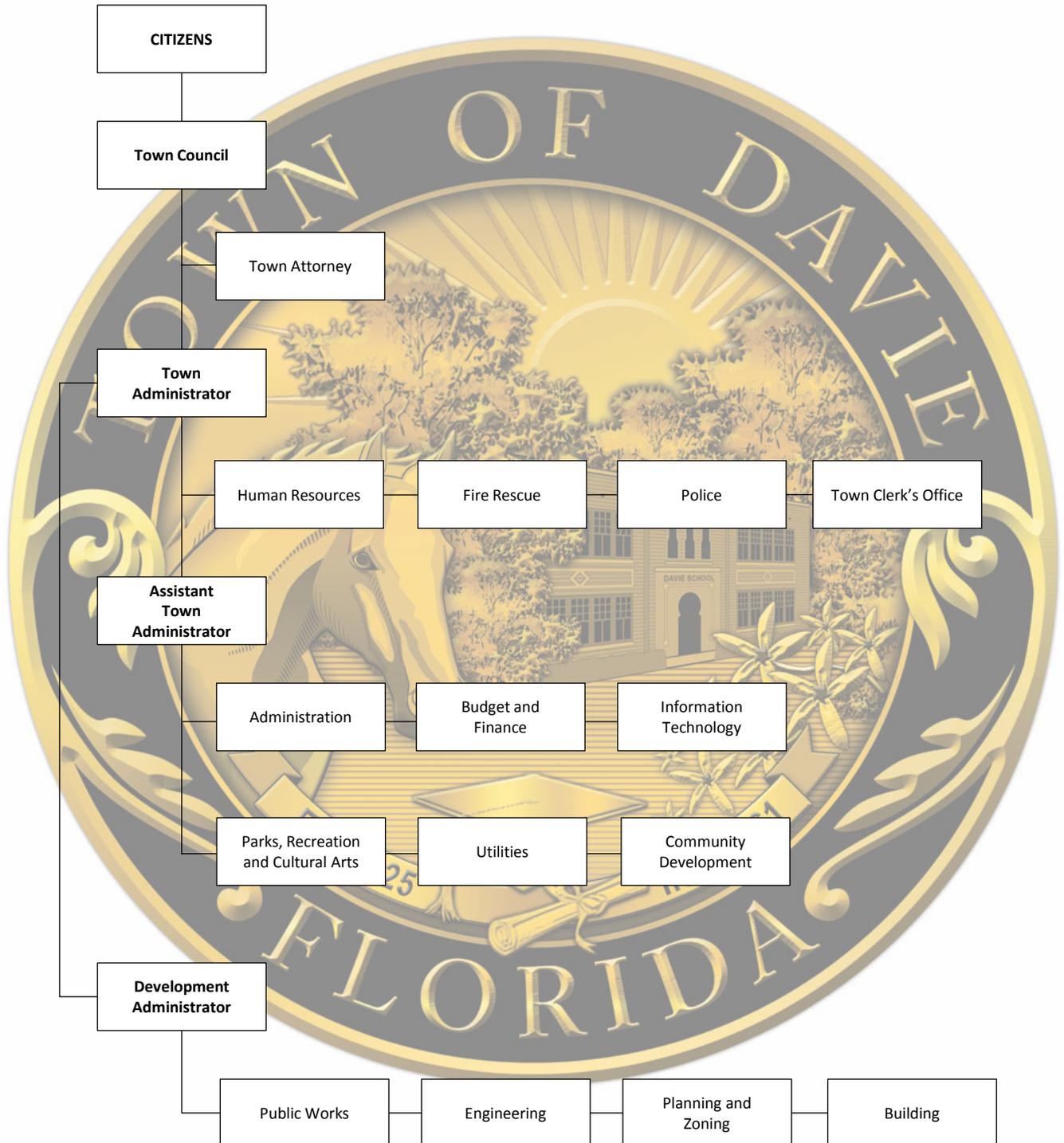
Oakes Road Gateway Enhancement (FM# 422213-1-58-01)  
College Avenue – Phase I (FM# 425861-1-58-01)

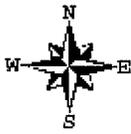
The Local Agency management team has experience with design and construction administration including, but not limited to issues such as procurement procedures, consultant selection, compliance management, cost management, and project management.

The Town Engineer will be the Project Manager and has completed the Local Agency Program Certification and Recertification Computer Base Training. In addition, the Town Engineer recently attended the District 4 Local Agency Program (LAP) workshop held on June 4, 2014. This training and conference provided a better understanding of what is required when working with a Local Agency.

# Town of Davie, Florida

## Table of Organization





# LAURA A. BORGESI, PE, PSM

501 Saint Andrews Road  
Hollywood, FL 33021  
Telephone (954) 383-5575

## OBJECTIVE

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To obtain an engineering/surveying position that will utilize my knowledge of Civil and Environmental Engineering, Surveying, Mapping and Transportation Services.

## EXPERIENCE

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**Town of Davie, FL** Davie, FL

*Town Engineer 3/2014 - Current*

- Oversee Engineering Division
- Provide Engineering Review for all projects within the municipality
- Liaison with other Departments to provide engineering support services
- Act as Floodplain Administrator/Stormwater Operator for Town of Davie

**City of Hollywood, FL** Hollywood, FL

*Engineer/Traffic Engineer/Engineering Support Services Manager 1/08 – 3/2014*

Direct oversight of the following capital city programs:

- Street Resurfacing Program, 50/50 Shared Sidewalk Program
- Traffic Calming Initiatives, Bus Benches/Shelters, News Racks and Payphones
- Manage all Building Permit Plan Reviews for Engineering Division

**Seminole Tribe of Florida** Hollywood, FL

*Highway Engineer, 10/06 – 10/07*

- Managed entire roadway system for Seminole Indian Tribe including Brighton, Big Cypress, Hollywood, Tampa, Fort Pierce, and Cypress Creek Reservations
- Engineered several Design/Build roadway projects
- Liaison with Bureau of Indian Affairs for grant funding and permitting issues

**HSA Consulting Group, Inc** Tallahassee, FL

*Professional Surveyor and Mapper, 8/03 – 3/05*

- Worked as a liaison with System Planning Office at FDOT
- Updated Access Management guidelines and Training Materials

**Wilbur Smith Associates** Tallahassee, FL

*Engineering / Surveying Designer, 11/01 - 8/03*

- Completed Site Development for GA Air National Guard's Townsend Bombing Range
- Created Geopak baselines, profiles and cross-sections utilizing Microstation

**Banks Engineering, Inc.** Fort Myers, FL

*Project Manager / FDOT Specialist, 6/00 - 7/01*

- Completed all FDOT permitting (Driveway, Drainage, Utility)
- Designed Maintenance of Traffic, Signing and Marking, Turn Lane and Mitered End plans, Prepared Traffic Impact Statements, Turn Movement Diagrams, proposals, cost estimates, and bid documents

## EDUCATION AND LICENSURE

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**Florida State University, 2003 - 2006** Tallahassee, FL

- Dual B.S. Degrees in Civil and Environmental Engineering

**University of Massachusetts, 1987 - 1993** Lowell, MA

- B.A. Degree in Psychology

**Professional Engineering License, PE 74596** State of Florida

**Surveying and Mapping License, PSM 6486** State of Florida

# Macciano K. Lewis

8541 NW 19<sup>TH</sup> ST ~ Pembroke Pines, FL 33024 ~ 954-292-6814 ~ Email: [macciano@yahoo.com](mailto:macciano@yahoo.com)

## PROFILE

Committed to producing results above and beyond what is expected  
Innovative and self-directed individual with strong communication and interpersonal skills  
Reputation for professionalism and competence  
Able to develop a rapport with people of various backgrounds, cultures and professional levels

## PROFESSIONAL EXPERIENCE

### **5/11-current                      Assistant Town Administrator/EEO Officer, Town of Davie, FL**

Assist the Town Administrator with the day to day operation of the Town  
Responsible for the direct oversight of various Departments, including Budget and Finance, Public Utilities, Parks, Recreation & Cultural Arts, Intergovernmental Affairs, Technology and Information Systems and Housing and Community Development  
Perform organizational and procedural studies and develop recommendations for operational and administrative purposes  
Provide technical assistance to other personnel in implementing new or modified systems  
Administers the Equal Employment Opportunity Program, inclusive of investigations regarding the same and reporting findings to the Town Administrator  
Directly responsible for the Town's Strategic Plan, inclusive of modifications and implementation

### **3/10-5/11                      Strategic Administrative Officer, City of Hollywood, FL**

Assisted the City Manager on a day-to-day basis as needed with oversight and analyses of business and workforce needs to develop targeted short- and long-range strategies and operational plans  
Tasked with oversight and coordination of long-term financial planning for the City  
Member of the City Manager's collective bargaining team  
Tasked with a variety of Special Projects—for example, coordinated financing strategy for recommendation to the City Manager and City Commission for a public safety complex within the Beach District of the Hollywood Community Redevelopment Agency ("CRA")  
Member of the Economic Development Roundtable, which reviews prospective development projects throughout the City, including the Downtown and Beach Districts of the CRA

### **12/9-3/10                      Interim Executive Director, Hollywood Beach and Downtown Districts, CRA**

Coordinated the re-organization of the CRA to eliminate duplication of efforts and place focus on "Bricks and Mortar" projects  
Evaluated physical assets to determine opportunities for future economic viability  
Developed financial forecasts for the Operating Budget and the C.I.P Budget  
Coordinated the implementation and adoption of a Strategic Plan in order meet the needs of the CRA and taxpayers in each District  
Streamlined operations to assist in fast-tracking various applications to the CRA/City

1//03-12/9

**Assistant Director, Budget & Procurement Services, City of Hollywood, FL**

Assisted the Director, Office of Budget & Procurement Services, with oversight of the Budget Office, which included a staff of seven, and was responsible for the preparation and execution of the City’s Annual Operating Budget and Five-Year Capital Improvement Budget  
Responsible for the oversight and preparation of the City’s annually updated Five-Year Financial Forecast

Coordinated the semi-annual, annual and multi-year forecasting of expenditures and revenues and estimates of year-end cash surpluses/deficits

Responsible for oversight of the Procurement Services Division, which includes a staff of nine, including maximizing the purchasing value of public funds and proposing administrative and City Ordinance amendments to reflect innovative and up-to-date changes in purchasing:

Facilitated the implementation of reverse bids;

Enhanced the City’s procurement website to allow viewing of current contracts online;

Overhauled the procurement card program

Member of the City’s Collective Bargaining Team: provided analyses and recommendations relative to collective bargaining proposals for the City’s three (3) Union groups, the American Federation of State, County and Municipal (AFSCME), Broward County Police Benevolent Association, and the Hollywood Professional Firefighters

Representative for the Budget Office on the City’s Economic Development Roundtable, which consists of Executive and Management personnel who are responsible for determining the feasibility of proposed development projects throughout the City of Hollywood, including the Downtown and Beach Districts of the CRA

11/01-1/03

**Budget/Finance Analyst, City of Dania Beach, FL**

Served as Acting Finance Director: May, 2002- August, 2002

Prepared and presented the City’s balanced Proposed and Final Annual Comprehensive Operating Budget

Assisted in the preparation and implementation of the City’s first-ever Proposed and Approved three-year Capital Improvement Plan

Provided analyses of airport and legal service costs, which eventually led to the renegotiation of the City’s contract for legal services

Prepared and presented analysis of the privatization of the City’s Parking Enforcement Operation

Prepared and presented to Dania beach City Commission the City’s first ever reimbursement of water and sewer deposits to customers

5/00-11/01

**Budget Analyst, City of Hollywood, FL**

Performed various analyses and forecasts and contributed to budget preparation

**EDUCATION/CERTIFICATIONS/AFFILIATIONS**

Bachelor of Arts in Environmental Studies, Denison University, Granville, OH 1998

Master of Public Administration, University of Pittsburgh, Pittsburgh, PA 2000

Member of Government Finance Officers Association (“GFOA”)

Member of Florida Government Finance Officers Association (“FGFOA”)

## RESUME

**JOHN M. PHILLIPS**  
**11243 N.W. 43 Court**  
**Coral Springs, Florida 33065**  
**(954)790-7488**

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### **EXPERIENCE:**

Over 20 years of Civil Engineering field construction and inspection experience, particularly in the areas of water distribution systems, sanitary sewer collection systems, storm water management systems and asphalt roadway and parking area systems. This includes project management, supervising utility construction and inspection personnel in installation or repair of public and private water distribution systems, sanitary sewer systems, storm water management systems, and pavement systems.

### **DETAILED EMPLOYMENT HISTORY:**

2001-2014 **Chief Engineering Inspector:** Town of Davie, Florida. Responsibilities include supervisory and professional work involving inspection of construction of public works and utilities projects to ensure compliance with engineering standards. Supervise, assign and direct the work of subordinate technical personnel and coordinate assigned capital projects. Project managements of assigned capital projects Supervises capital projects in regard to personnel, purchasing, review and approval of pay requests. Monitor contractors and coordinate their activities. Inspect projects for substantial completion and prepare punch lists of any deficiencies; arrange for correction of defects by contractor during warranty period and conducts inspections at the end of warranty period and approve bond releases. Investigate and recommend solutions to roadway and drainage complaints and estimate construction and material costs. Review consultant's plans and specifications and conduct meetings with consultants and contractors. Provide technical design assistance as necessary on construction projects, document reports that projects are as indicated on submitted as built plans, Keep Assistant Town Engineer and Town Engineer advised of status of on-going projects. . Participate in the selection of professional consultants and administers engineering services contracts. Confer with and advises the general public concerning problems and complaints associated with existing infrastructure or construction projects by private developers and the Town of Davie. Perform other related and non-related work as required.

1999-2001 **Engineering Inspector:** Town of Davie Engineering Department. Responsibilities included performing technical work involving inspection of construction of public works and utilities projects to ensure compliance with Town engineering standards. Site inspection of public and private water, sanitary sewer, storm water and roadway projects to assure conformance with approved plans and specifications; routine field tests of construction materials; prepared and maintained related reports and records. Additional responsibilities included reviewing building department permits, preconstruction shop drawings, post construction as-built plans and photometric plans.

1996-1999 **Utility Crew Supervisor:** City of Coral Springs Utilities Department. Responsibilities included assisting in the development and supervising the installation of city owned and operated utility systems, including upgrading and expanding water distribution and sanitary collection systems. Directed and supervised utility crews in daily operation and work assignments. Compiled and maintained as-built on newly installed utilities. Supervised repair crews during emergency repairs to city utilities, including water, sewer, and asphalt roadways.

1994-1996 **Heavy Equipment Operator:** City of Coral Springs Public Works Department. Responsibilities included supervising maintenance crews for construction of roadway and drainage projects. Supervising the maintenance of public right of ways, including repairs and construction of sidewalks, curbs, gutters, catch basins, manholes drainage systems and recreational trails.

1994 **Heavy Equipment Operator:** Broward County Aviation Department. Maintained and repaired airport runways, taxiways, and drainage systems within the secured perimeter of Fort Lauderdale International Airport.

Additional Employers Bechtel Power Corporation, Rust Engineering, Powermix Industries

**EDUCATION:** A.S. Degree, Civil Engineering Technology, 2001  
76 Credits toward Bachelors Degree in Civil Engineering

**Additional Course Work Includes:** Advanced AutoCAD, Surveying & Route Surveying, Building Construction Drawing.

**Certifications:** Advanced National Storm Water Management Inspector (NPDES #5891), Florida C and B Water Distribution Systems License, Intermediate Level MOT Traffic Control, Class A CDL License



Local Agency Program &  
Federal Highway Administration  
Certification and Recertification CBT



# *Certificate of Completion*

This form certifies that I have completed the Computer-Based Training, or CBT, course specified for the Local Agency Plan and Florida Highway Administration Certification and Recertification. This includes all sections contained within the CBT and the review of any suggested, recommended, and/or required reading materials.

I certify that I understand the information provided within the above-mentioned CBT course and its related materials. I know where and how to locate the CBT and its related materials when needed for reference in my everyday work activities. I also understand it is now incumbent upon me to apply the information contained within the above-mentioned CBT course and its related materials in my work activities.

Laura A. Borgesi, PE

Your Name

Town of Davie

Agency Represented

Date Course Completed

July 29, 2014

**Please Note:** To receive credit for the completion of the Computer-Based Training, you are responsible for the delivery of this document, after filling out, to your District LAP Administrator. The District LAP Administrator is responsible for submitting a copy to the State LAP Administrator.



Local Agency Program &  
Federal Highway Administration  
Certification and Recertification CBT



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**Herb Hyman**

\_\_\_\_\_  
Your Name

**Town of Davie**

\_\_\_\_\_  
Agency Represented

Date Course Completed

**July 29, 2014**

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**Macciano K. Lewis**

Your Name

**Town of Davie**

Agency Represented

Date Course Completed

**July 29, 2014**

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Local Agency Program &  
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John Phillips

Your Name

Town Of Davie

Agency Represented

Date Course Completed

July 30, 2014

**Please Note:** To receive credit for the completion of the Computer-Based Training, you are responsible for the delivery of this document, after filling out, to your District LAP Administrator. The District LAP Administrator is responsible for submitting a copy to the State LAP Administrator.



Local Agency Program &  
Federal Highway Administration  
Certification and Recertification CBT



# *Certificate of Completion*

This form certifies that I have completed the Computer-Based Training, or CBT, course specified for the Local Agency Plan and Florida Highway Administration Certification and Recertification. This includes all sections contained within the CBT and the review of any suggested, recommended, and/or required reading materials.

I certify that I understand the information provided within the above-mentioned CBT course and its related materials. I know where and how to locate the CBT and its related materials when needed for reference in my everyday work activities. I also understand it is now incumbent upon me to apply the information contained within the above-mentioned CBT course and its related materials in my work activities.

C. Mitch Taylor, MPA

Your Name

Town of Davie

Agency Represented

Date Course Completed

July 29, 2014

**Please Note:** To receive credit for the completion of the Computer-Based Training, you are responsible for the delivery of this document, after filling out, to your District LAP Administrator. The District LAP Administrator is responsible for submitting a copy to the State LAP Administrator.

# **EXHIBIT C**

## **SINGLE AUDIT**



## INDEPENDENT AUDITOR'S REPORT TO TOWN MANAGEMENT

To the Honorable Mayor, Members of the  
Town Council and Town Administrator  
Town of Davie, Florida

We have audited the basic financial statements of the Town of Davie, Florida (the "Town") as of and for the year ended September 30, 2013, and have issued a report thereon dated March 27, 2014.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations* and Chapter 10.550, *Rules of the Florida Auditor General*. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and on Internal Control over Compliance Required by OMB Circular A-133 and the Chapter 10.550, *Rules of the Florida Auditor General*; and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are dated March 27, 2014, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports.

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial report, except as noted on this report under the heading Prior Year Findings and Recommendations.

Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Town complied with Section 218.415, Florida Statutes.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we have the following finding and recommendation:

**PRIOR YEAR FINDINGS AND RECOMMENDATIONS:**

	<u>STILL APPLICABLE</u>	<u>IMPLEMENTED OR NO LONGER RELEVANT</u>
2012-01: Vendor Information	X	
2012-12: Building Permits, Updated Fee Schedule and Value		X

**2012-01 Vendor Information:**

Previously, audit procedures encountered several instances where there were multiple vendors with the same P.O. Box as an address, as well as a number of duplicated vendor listings. It was recommended that the Town review its vendor listing in the system, eliminate duplicate vendors and correct information on valid vendors. Further, it was recommended that the Town continually monitor the vendor listing to prevent and timely detect any duplicate or invalid vendors as these vulnerabilities may become an opportunity for misappropriation.

During the current year, it was noted that the Town made progress to correct the vendor listing and those items indicated in the prior audit. However, there is still an opportunity for the Town to further review the vendor listing and correct possible duplicate vendors and verify for current/valid address. We recommend that the Town continues the review process and establish procedures that will require continuous monitoring of the active vendor listing.

**Management's Response:**

The Town agrees that, although the primary issue identified last year of duplicated vendor contact address information was resolved, additional corrections to the vendor file are still necessary. Town procurement personnel are currently in the process of making the corrections and will review the vendor file again prior to the end of fiscal year 2014. The Town also agrees that monitoring of the vendor list is a continuing process and will work with the procurement staff to develop and implement ongoing review procedures.

**CURRENT YEAR FINDINGS AND RECOMMENDATIONS:**

No matters to be reported.

Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statement that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Section 10.554(1)(i)5., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority of the Town and its blended component unit are disclosed in the notes to the financial statements.

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Section 10.554(1)(i)6.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Town for the fiscal year ended September 30, 2013, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2013. In connection with our audit, we determined that these two reports were in agreement.

Pursuant to Sections 10.554(1)(i)6.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Keefe, McCullough & Co., LLP*

KEEFE, McCULLOUGH & CO., LLP

Fort Lauderdale, Florida  
March 27, 2014

TOWN OF DAVIE, FLORIDA  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 AND STATE FINANCIAL ASSISTANCE  
 For the Year Ended September 30, 2013

Federal/State Agency, Pass-through Entity, Federal Program/State Project	CFDA/ CSFA Number	Contract/Grant Number	Expenditures	Transfers to Sub-recipients
FEDERAL AGENCY NAME:				
Direct Programs:				
United States Department of Housing and Urban Development - Community Development Block Grants/ Entitlement Grants	14.218	B-10-MC-12-0044 B-12-MC-12-0044 B-11-MC-12-0044	\$ 640,504 332,086 2,086 <u>974,676</u>	\$ - 40,000 - <u>40,000</u>
Community Development Block Grants	14.228	B-11-MN-12-0038	584,824	-
United States Department of Justice - Public Safety Partnership and Community Policing Grants	16.710	2010UMWX0070	503,331	-
Equitable Sharing Program	16.922	--	177,571	-
Indirect Programs:				
United States Department of Housing and Urban Development - Passed through State of Florida Department of Economic Opportunity - Community Development Block Grants	14.228	10DB-4X-11-16-02-F-08	344,115	-
Passed through Broward County Department of Community Affairs - Community Development Block Grants	14.228	07-DB-3V-11-16-01- Z08-SA-9	9,425	-
Community Development Block Grants	14.228	08-DB-D3-11-16- 01-A06	<u>1,138,393</u>	-
			<u>1,491,933</u>	-

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TOWN OF DAVIE, FLORIDA  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 AND STATE FINANCIAL ASSISTANCE  
 For the Year Ended September 30, 2013

Federal/State Agency, Pass-through Entity, Federal Program/State Project	CFDA/ CSFA Number	Contract/Grant Number	Expenditures	Transfers to Sub-recipients
FEDERAL AGENCY NAME (continued):				
Indirect Programs (continued):				
United States Department of Homeland Security -				
Passed through the Florida Department				
of Emergency Management:				
Homeland Security Grant Program	97.067	13CI-58-11-16-02-384	6,364	-
		11CC-A6-11-16-02-446	5,215	-
		11DS-A1-16-02-487	27,178	-
			<u>38,757</u>	<u>-</u>
United States Department of Justice -				
Passed through Broward County Sheriff Office				
Bulletproof Vest Partnership Program	16.607	---	32,779	-
Edward Byrne Memorial Justice				
Assistance Grant	16.804	---	897	-
United States Department of Transportation -				
Passed through the Florida Department of				
Transportation				
State and Community Highway Safety	20.600	---	65,407	-
Total Expenditures of Federal Awards			<u>\$ 3,870,175</u>	<u>\$ 40,000</u>

TOWN OF DAVIE, FLORIDA  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 AND STATE FINANCIAL ASSISTANCE  
 For the Year Ended September 30, 2013

Federal/State Agency, Pass-through Entity, Federal Program/State Project	CFDA/ CSFA Number	Contract/Grant Number	Expenditures	Transfers to Sub-recipients
STATE AGENCY NAME:				
Direct Projects:				
Florida Department of Environmental Protection - Wastewater Treatment Facility Construction	37.077	WW061300	2,243,902	-
Florida Department of Transportation - County Incentive Grant Program	55.008	425861-2-58-01	389,117	-
Executive Office of the Governor - Residential Construction Mitigation Project	31.066	13RC-52-11-16-02-283	145,328	-
Florida Department of Health - Emergency Medical Services (EMS) Matching Awards	64.003	M2097 M0078	67,491 289 <u>67,780</u>	- - <u>-</u>
Total Expenditures of State Financial Assistance			<u>\$ 2,846,127</u>	<u>\$ -</u>

TOWN OF DAVIE, FLORIDA  
 NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND  
 STATE FINANCIAL ASSISTANCE  
 For the Year Ended September 30, 2013

**NOTE 1 - BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the Federal and state grant activity of the Town of Davie, Florida and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organization* and Chapter 10.550, *Rules of the Auditor General*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements.

**NOTE 2 - CONTINGENCY**

The grant revenue amounts received are subject to audit and adjustment. If any expenditures or expenses are disallowed by the grantor agencies as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the Town of Davie, Florida. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable Federal and state laws and other applicable regulations.

**NOTE 3 - SUBRECIPIENTS**

Of the Federal expenditures presented in the schedule, the Town provided Federal awards to sub-recipients as follows:

HOPE Outreach Center, Inc.	\$	30,000
HOPE, Inc.		5,000
Crisis Housing Solutions, Inc.		<u>5,000</u>
Total	\$	<u><u>40,000</u></u>

TOWN OF DAVIE, FLORIDA  
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
 For the Year Ended September 30, 2013

**A. SUMMARY OF AUDIT RESULTS**

1. The auditor's report expresses an unmodified opinion on the basic financial statements of the Town.
2. No material weaknesses relating to the audit of the basic financial statements are reported in the Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of the Town of Davie, Florida were disclosed during the audit.
4. No material weaknesses relating to the audit of the major Federal program or state projects are reported in the Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and on Internal Control over Compliance Required by OMB Circular A-133 and Chapter 10.550, *Rules of the Florida Auditor General*.
5. The independent auditor's report on compliance for each major Federal program and state project for the Town of Davie, Florida expresses an unmodified opinion.
6. No audit findings relative to the major Federal program and state projects for the Town of Davie, Florida, are reported in Part C of this schedule.
7. The programs/projects tested as major are as follows:

<b>Federal Program:</b>	<b>Federal CFDA No.</b>
-------------------------	-------------------------

United States Department of Housing and Urban Development - Community Development Block Grants	14.228
--	--------

<b>State Projects:</b>	<b>State CSFA No.</b>
------------------------	-----------------------

Florida Department of Environmental Protection - Wastewater Treatment Facility Construction	37.077
---	--------

Florida Department of Transportation - County Incentive Grant Program	55.008
---	--------

8. The dollar threshold used to distinguish between Type A and Type B programs/projects was \$ 300,000 for both the major Federal programs and state projects.
9. The Town of Davie, Florida was determined to be a low-risk auditee pursuant to OMB Circular A-133.

TOWN OF DAVIE, FLORIDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)  
For the Year Ended September 30, 2013

**B. FINDINGS - FINANCIAL STATEMENTS AUDIT**

Reference should be made to the Independent Auditor's Report to Town Management, included in this report.

**C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS AND STATE PROJECTS**

No matters are reported.

**D. OTHER ISSUES**

1. No Summary Schedule of Prior Audit Findings is required because there were no prior audit findings related to the Federal programs and/or state projects.
2. No Corrective Action Plan is required because there were no findings reported under OMB Circular A-133 or the Florida Single Audit Act.

# EXHIBIT D

## SAMPLE ADVERTISEMENT

## REQUEST FOR PROPOSALS

The Town of Davie is accepting proposals from qualified firms until 2:00 p.m. on Thursday, August 7, 2014 for:

**REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CIVIL ENGINEERING, CIVIL ENGINEERING INSPECTION SERVICES, ELECTRICAL ENGINEERING, ENVIRONMENTAL ENGINEERING, LAND SURVEYING, MECHANICAL ENGINEERING, STRUCTURAL ENGINEERING, AND TRAFFIC ENGINEERING FIRMS FOR THE TOWN OF DAVIE**

Complete specifications are enclosed. Any questions concerning this proposal should be directed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Interested parties must submit three (3) copies of their proposal (one (1) clearly marked "original" and two (2) copies) all inside of one envelope or box. Sealed proposals should be marked with the name and number and boldly marked "SEALED PROPOSAL". All sealed proposals should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Proposals will be opened on or about 2:00 p.m., Thursday, August 7, 2014, at the Davie Town Hall. Any proposals received after the specified due date and time will be rejected and returned unopened. This will be a public opening.

The Town of Davie reserves the right to reject any and/or all proposals.

Town of Davie  
Herb Hyman, CPPO, CPPB, FCPM, FCPA, FCCN  
Procurement Manager

**REQUEST FOR STATEMENTS OF QUALIFICATIONS  
FOR CIVIL ENGINEERING, CIVIL ENGINEERING INSPECTION SERVICES,  
ELECTRICAL ENGINEERING, ENVIRONMENTAL ENGINEERING, LAND  
SURVEYING, MECHANICAL ENGINEERING, STRUCTURAL ENGINEERING,  
AND TRAFFIC ENGINEERING FIRMS FOR THE TOWN OF DAVIE**

**Request for Qualifications  
Bid No. 08-100**

**I. INTRODUCTION**

Pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act, The Town of Davie is seeking to engage the professional services of no more than three firms from each category below that is deemed to be most qualified to perform the following support services:

- Civil Engineering
- Civil Engineering Inspection and Review Services
- Electrical Engineering
- Environmental Engineering
- Land Surveying
- Mechanical Engineering
- Structural Engineering
- Traffic Engineering

**II. SCOPE OF WORK**

The services listed above will be retained by Town staff when Town staff requires specialized professional support services. This contract will fall under a continuing services contract, as provided for in Florida State Statute Section 287.055. For example, the professional team may be asked to provide design, engineering oversight, permitting, surveying, inspection and overall construction administration services for various miscellaneous town projects.

While the majority of Engineering firms cannot furnish all the services requested above, multi-disciplinary teaming may be required as applicable, all firms selected agree that they may be retained as a sub-consultant to another professional firm selected in this process.

Each firm must specifically identify for which of the following eight categories above your firm wishes to be considered for, the attached Schedule "B" shall be filled out and submitted with your proposals. The Town of Davie will rank the firms and select no more than three firms from each category. List projects previously completed for the Town of Davie, if any, under the appropriate task headings.

Based on the magnitude of the Scope of Services required by the Town of Davie some or all of the following tasks may be required.

**1. Civil Engineering Services:**

Provide general consultation, civil engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, services to secure Engineering, drainage, and all other required permits, and other **Civil Engineering Services** for The Town of Davie for miscellaneous Civil Engineering Projects. Projects may include G.I.S. and right-of-way acquisition services. Required consultation services may also be regarding compliance with DPEP, FDEP, SFWMD, CBWCD, Tindall Hammock, Health Department, and other applicable Federal, State, and Local Regulatory

Agencies. Upon request the consultant may be asked to perform other services including water and waste water treatment plant design services and water and waste water transmission line design services. The Consultant may also be requested to attend Town of Davie Water Board meetings, Drainage District meetings, and selected Town Council meetings. The intent is to contract directly with a Civil Engineering Firm or Firms. Where multi-disciplinary teaming is required and applicable Civil Engineering Company may be retained as a sub-consultant to another professional firm selected in this process.

## **2. Civil Engineering Inspection and Review Services:**

Provide general consultation **Civil Engineering Inspection and Review Services** related to conducting field inspections of private / public water, waste water, paving, grading, drainage, sidewalk system improvements, and other related engineering inspections as required for the Town of Davie. The Consultant may also review P&Z DRC documents (plats, site plans etc.), building plans and Engineering permit plans to Town of Davie specifications, Town Code of Ordinances and best engineering practices and techniques. The consultant may assist in developing and revising engineering and utility standards as needed. The intent is to contract directly with a Civil Engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the Inspection Services Firm may be retained as a sub-consultant to another professional firm selected in the process.

## **3. Electrical Engineering Services:**

Provide general consultation, electrical engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, and service to secure all required permits and other **Electrical Engineering Services** for The Town of Davie for miscellaneous Electrical Engineering Projects. Required consultation services may include compliance with all applicable Federal, State, and Local Regulatory Agencies. Upon request the consultant may be asked to attend selected Town of Davie Town Council meetings. The intent is to contract directly with an Electrical Engineering Firm or Firms. Where multi-disciplinary teaming is required and applicable, the Electrical Engineering Company may be retained as a sub-consultant to another professional firm selected in this process.

## **4. Environmental Engineering Services:**

Provide general consultation, environmental engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, and service to secure building and all other required permits and other **Environmental Engineering Services** for The Town of Davie for miscellaneous Environmental Engineering Projects. The Consultant may be requested to provide services related to waste water treatment facilities, waste water collection systems, water treatment and supply facilities, treated effluent disposal and reuse, water transmission and distribution, hazardous waste remediation, noise management studies, wetlands mitigation, and / or miscellaneous infrastructure improvements. Environmental Engineering services may also include environmental impact statements, Phase One environmental analyses, and other related Environmental Engineering Services. The intent is to contract directly with an Environmental Engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the Environmental Engineering firm may be retained as a sub-consultant to another professional firm selected in the process.

## 5. Land Surveying Services:

Provide land surveying services such as layout work, producing “as-built” drawings, conducting public records research, preparing easements, and other related **Land Surveying Services** for the Town of Davie. The intent is to contract directly with a Land Surveying Firm or Firms. Where multi-disciplinary teaming is required and applicable, the Land Surveying Company may be retained as a sub-consultant to another professional firm selected in this process.

## 6. Mechanical Engineering Services:

Provide general consultation, mechanical engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, and service to secure all required permits and other **Mechanical Engineering Services** for The Town of Davie for miscellaneous Mechanical Engineering Projects. Required consultation services may include compliance with all applicable Federal, State, and Local Regulatory Agencies. Upon request the consultant may be asked to attend selected Town of Davie Town Council meetings. The intent is to contract directly with a Mechanical Engineering Firm or Firms. Where multi-disciplinary teaming is required and applicable the Mechanical Engineering Company may be retained as a sub-consultant to another professional firm selected in this process.

## 7. Structural Engineering Services:

Provide general consultation, structural engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget estimates, and service to secure all required permits and other **Structural Engineering Services** for The Town of Davie for miscellaneous Structural Engineering Projects. Required consultation services may include compliance all applicable Federal, State, and Local Regulatory Agencies. Upon request the consultant may be asked to attend selected Town of Davie Town Council meetings. The intent is to contract directly with a Structural Engineering Firm or Firms. Where multi-disciplinary teaming is required and applicable the Structural Engineering Company may be retained as a sub-consultant to another professional firm selected in this process.

## 8. Traffic Engineering Services:

Provide general consultation, traffic engineering design, review and preparation of traffic studies, and other related **Traffic Engineering Services** for the Town of Davie. The intent is to contract directly with a Traffic Engineering Firm or Firms. Where multi-disciplinary teaming is required and applicable, the Traffic Engineering Company may be retained as a sub-consultant to another professional firm selected in this process.

Qualified Engineering / Land Surveying and other consulting firms interested in providing professional services for the various projects are hereby requested to submit a “Statement of Qualifications for Professional Services” indicating which of the eight types of services the firm would like to be considered for on or before (but not later than) 2:00 pm on Thursday, July 17, 2008. NO SUBMISSIONS WILL BE RECEIVED, ACCEPTED OR CONSIDERED AFTER SAID TIME AND DATE.

NOTE:

The selection of one or more consultants should not be interpreted as an exclusive or contractual obligation on the part of the Town of Davie to have the selected firms perform all or any of these services. The Town reserves the right to assign any of these services to other consultants or the Town's own personnel, when in the Town's sole judgment, it deems it appropriate. Any department within the Town of Davie may avail themselves of these services.

III. COST LIMITATIONS

All projects shall meet the following cost limitations:

1. Professional Services for Study Activity Projects shall not exceed fifty thousand dollars (\$50,000.00).  
Or
2. Professional Services shall be for construction projects not exceeding one million dollars (\$1,000,000.00).  
Or
3. Professional Services for Work of a specified nature as outlined in the Continuing Services Agreement.

IV. GENERAL REQUIREMENTS

The Firm(s) and its Principal(s) in charge of the specific Project must have demonstrated experience in providing the type of assistance requested in this Statement of Qualification. Written statements of qualification should be brief. Statements shall include at least the following: (Note: Schedule "A" is attached hereto and incorporated by reference).

1. Complete and submit the attached Non-Collusion Affidavit (Schedule "A").
2. Include a Standard Form 254 or Form 330 designed to show up to 30 of the Respondent's most recent jobs similar to those described on Pages One (1) and Two (2) of the Request for Qualifications.
3. Include a Standard Form 255 or Form 330 identifying key personnel who will design and engineer the projects stating their major achievements. Include experience, competence, availability, and location of said key individuals.
4. Submit a staffing plan and organization chart indicating the proposed Program Manager and key personnel who will be committed to the program tasks specified in Paragraphs 1 on Pages 1 of this RFQ. List current workload for all personnel identified in the staffing plan.
5. Submit a brief statement outlining the Firm's qualifications to perform the services required.
6. Provide a list of seven (7) previous clients, with names and phone numbers of contact persons as references.
7. Provide volume of work previously awarded to each firm by the Town in the past.
8. All successful Respondents and their Principals must agree to allow duly authorized agents of the Town of Davie access to any books, documents, papers or records which are directly pertinent to the PROJECT for the purposes of making audit examinations, excerpts, and for the purposes of transcriptions and to maintain all required records for three years after the TOWN'S final payment and all other pending matters are closed.

9. All successful Respondents must agree to enter into a standard continuing contract with the Town of Davie, as specified herein. The initial contract period shall be for three (3) years commencing upon date of award by the Town Council. In addition, the contract may be renewed for one additional three (3) year period, under the same terms and conditions by mutual written agreement by the parties.

10. Provide other pertinent data or information deemed necessary by the Respondent to establish their qualifications for the various projects cited to allow the Town of Davie to evaluate their submissions based on the criteria described herein.

11. Respondents are urged to acquaint themselves with the provisions of the Town of Davie Ordinances, Chapter 12 (Land Development Code) and all other applicable codes.

12. All successful Respondents and their Principals must agree that all plans and specifications produced for the Town of Davie under this agreement will become the property of the Town of Davie and cannot be reused without the express written consent of the Town of Davie.

#### V. RIGHTS RESERVED

The Town of Davie reserves the right to accept or reject any or all submissions, request resubmissions and to enter into negotiations with Respondents as warranted. The Town of Davie reserves the right to award a contract to those firms whose submissions are most advantageous to and in the best interest of the Town. The Town shall be the sole judge of which submission is in its best interest.

The Town shall further reserve the right to waive and determine the nature of any minor irregularities. A minor irregularity is a variation from the Request for Statements of Qualification, terms and conditions which do not constitute failure to substantially comply with requirements set forth in this request. A Respondent may not modify its statement after submission.

#### VI. PUBLIC RECORDS

1. Once opened by the Town, a response to this Request for Statements of Qualification is a public record under Chapter 119, Florida Statutes.

2. Any Respondent awarded a contract under this Request for Statements of Qualification will be required to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with such contract.

#### VII. PUBLIC ENTITY CRIMES INFORMATION

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public infrastructure improvement, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### VIII. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public infrastructure, may not submit on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

IX. REGISTRATION OF LOBBYISTS

Firms or individuals who wish to contact any official of the Town outside of a pre submission Conference or written request for information procedure must first register with the Town Clerk as a lobbyist for this Request for Proposals. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying registration certificates (attached hereto) should be mailed to:

Town of Davie  
Town Clerk  
6591 Orange Drive  
Davie, Florida 33314-3399

X. AS BUILT RECORD DOCUMENTS

The Respondent shall supply the Owner with one reproducible set of "as built" record drawings and a CD with the electronic CAD drawings in State Plane Coordinates NAD 83, if applicable, indicating the final installation of the Building's HVAC, plumbing, electrical, structural, and all other systems, as well as drainage inverts, outfall and elevations, roadway rock and driveway connection elevations, including all modifications made due to field conditions, change orders, et cetera. Surveying and layout expenses are the responsibility of the Bidder.

XI. RESTRICTIONS TO PUBLIC ACCESS TO PROJECT PLANS

The Respondent shall be advised that public access to project plans is now restricted, and plans are no longer subject to public records requests, as per Florida Statute F.S.119.07 (3)(ee) which states:

*"(ee) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2007, unless reviewed and re-enacted by the Legislature."*

## XII. INDEMNIFICATION AND INSURANCE

RESPONDENT'S SPECIAL ATTENTION IS CALLED TO THIS SECTION, NOTE:  
RESPONDENTS ARE ENCOURAGED TO CONFER WITH THEIR INSURANCE  
CONSULTANT(S) TO ENSURE COMPLIANCE WITH THE FOLLOWING SPECIFICATIONS:

The Contractor agrees to indemnify and hold harmless the Town of Davie, its officers, agents and employees, free and harmless from any claim, liability, cause of action, expense or charge, of whatever kind or nature, including, but not limited to, personal injury, loss of life, property damage including loss of use thereof, and against all loss of life, which may arise out of or be connected with the performance of contractor's duty hereunder, and shall indemnify the Town against any suits, actions, claims, damages, or causes of action brought by or on behalf of any person arising out of the performance of such duties, and pay all costs and expenses in connection therewith. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

Respondents are to submit proof of the following insurance. Proof may be in the form of existing insurance certificates with the coverage specified below, or in the form of a letter from the Respondent's insurance company, on their letterhead, stating that if the Respondent is awarded a contract the required insurance will be provided.

### WORKERS' COMPENSATION:

The Consultant shall provide and maintain Workers' Compensation insurance in the full amount required by statute and in full compliance with the applicable laws of the State of Florida and the United States. The policy must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, five hundred thousand dollars (\$500,000.00) disease (policy limit), and one hundred thousand dollars (\$100,000.00) disease (each employee). The Consultant shall further insure that all of its subcontractors maintain appropriate levels of Workers' Compensation insurance.

### COMMERCIAL AND/OR COMPREHENSIVE GENERAL LIABILITY:

The Consultant shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Davie and shall name the Town of Davie as an additional insured. The policy of insurance shall be written in an "occurrence" based format.

### BUSINESS AUTO POLICY:

The Consultant shall have minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned vehicles, hired vehicles, employee non-owned vehicles.

### PROFESSIONAL LIABILITY:

The Consultant shall provide insurance with minimum limits of one million dollars (\$1,000,000.00). The Consultant shall be responsible for maintaining this professional liability insurance for a minimum of five years from the date of execution of this Contract. In addition, the consultant shall notify the Town of Davie of any claims made against this insurance policy during the five years following execution of this Contract.

The Town of Davie is to be named as an additional insured on both the general liability and auto liability policies.

**CERTIFICATE OF INSURANCE:**

The Town of Davie is to be specifically included as an additional insured on the General Liability Policy. This does not pertain to Workers' Compensation. The General Liability Special Endorsement must be completed, received and approved prior to commencing service or work.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date.

The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all sub consultants comply with the same insurance requirements spelled out above. All Certificates of Insurance must be on file with and approved by the Town before the commencement of any work activities, and will be filed with the contract. Certificates of Insurance will be required ONLY from the Respondent receiving the award and will be due within ten (10) days of notification of intent to award. No award will be made without approved Insurance Certificates.

The Town of Davie may request a copy of the insurance policy(s), according to the nature of the project.

The Consultant will be responsible for the payment of any deductible and/or self insured retention in the event of any claim.

**XIII. SELECTION**

Staff will evaluate all written submissions received and will establish a short list for each discipline specified herein. The Town of Davie may request additional information if deemed necessary for this evaluation. Only information contained within the Respondent's written submissions (including additional information, if required) will be considered. Staff will then request brief presentations from short-listed firms in order to complete their rankings.

Staff will present their findings and recommendations to the Town Council. The Town Council will review the committee's recommendations for the top ranked firm(s) in each category. If approved by Council, awards will be made to the top ranked firm(s) in each category. It is the intent of the Town of Davie to utilize any of the selected firms for each task, according to the Town's sole discretion.

When the need for services for a specific project occurs, the applicable Department's staff shall enter into negotiations with the selected firm for a Memorandum of Understanding, as provided for in the Continuing Services Agreement, to cover the specific project.

Should negotiations with the selected firm fail to result in a satisfactory Memorandum of Understanding for the specific project, negotiations with the first firm will be terminated and negotiations will be held with another selected firm. Should this process fail to produce a satisfactory agreement, the Town at its discretion may solicit new Requests for Qualifications for the specific project.

At the conclusion of the negotiated Memorandum of Understanding, staff will present the memorandum to the Procurement Manager for issuance of a purchase order to the firm(s) for the agreed upon project fees.

In cases of immediate need, specialization, availability or other reasons the Town deems to be in its best interest, the Town reserves the right to select any one of the firms for the specific task. The Town of Davie shall be the sole and final judge in determining immediate need, specialization, availability or best interest.

In the event that any or all of the successful Respondent's contracts are terminated or canceled for any reason, the Town reserves the right to cancel the entire Request for Qualifications, or any part thereof, whichever is in the best interest of the Town.

#### XIV. QUALIFICATION EVALUATION CRITERIA

The following criteria, not necessarily listed in order of importance will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

##### Firm Qualifications

1. Respondent's qualifications, including number of years in business, credentials and licenses.
2. The number of projects completed in South Florida that are of similar size and scope for the specific task(s) for which the Respondent is submitting their qualifications.
3. Respondent's references and past performance record on municipal projects of similar size and scope completed in South Florida for the specific task(s) for which the Respondent is submitting their qualifications.
4. Respondent's familiarity with applicable building codes, permitting agencies, permit applications and permitting procedures (as applicable).

##### Staffing Plan

1. Respondent's in-house expertise for other disciplines.
2. Ability of the Respondent's personnel, resources, facilities and equipment to perform and successfully complete the specific task(s) for which the Respondent is submitting its qualifications.
3. Resumes and relevant background information for the Respondent's key personnel (owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will be directly or indirectly involved for the tasks specified herein.
4. Respondent's ability to provide qualified staff knowledgeable with all applicable building codes, permitting procedure and standards and requirements of other governmental agencies (as applicable).
5. Respondent's ability to provide accurate construction cost estimates and value engineering (as applicable).

##### Project Control Experience

1. Respondent's ability to provide schedule controls, cost control and quality control for the tasks specified herein.

2. Respondent's demonstrated ability and approach to handle the various tasks specified herein on a fast track or an expedited basis.
3. Respondent's availability to begin the tasks specified herein and the Respondent's availability to continue the Work on an on-going basis, as specified herein.
4. Respondent's ability to produce, maintain, review, comment on and interpret a comprehensive Critical Path Method (CPM) project construction schedule (as applicable).

XV. TERMINATION

The Town of Davie, at its sole discretion, may terminate any continuing contract for convenience with a five calendar day written notice to the Consultant. In the event of such termination, any completed services performed by the Consultant under a continuing contract shall become the Town's property, and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town.

XVI. SUBMISSION INFORMATION

Individuals or firms responding to this Request for Qualifications are requested to number pages and provide a Table of Contents. A total of nine (9) copies must be submitted, one (1) clearly marked original and eight (8) photocopies in a sealed envelope labeled, "Statements of Qualifications for Professional Services".

Responses are due on or before 2:00 P.M. Thursday, July 17, 2008.

Submit to: Herb Hyman, Procurement Manager  
Purchasing Department  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314-3399

Submissions shall include the following and be in the following order (1-13):

1. Provide a Table of Contents (with items in the order listed below).
2. Provide a list of projects completed in South Florida that are of similar size and scope for the specific task(s) submitting qualifications. The list must include the following:
  - A) Name, address and telephone number of the Owner.
  - B) Name and telephone number of the owner's Project Manager.
  - C) Name, location and address of project.
  - D) Description of the Work (Indicate if Work was design).
  - E) Contract amount awarded to your firm and amount of Change orders, if any.
  - F) Length of contract and time extensions, if any.
3. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the company.
4. Provide resumes and relevant background information for the company's key personnel (including owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will

directly or indirectly be involved for the tasks specified herein.

5. Provide an outline detailing, how the Respondent intends to provide schedule control, cost control, cost estimates and quality control for the tasks specified herein.
6. Provide a statement detailing how the Respondent would handle the tasks specified herein on a fast track or expedited basis.
7. Provide a statement confirming the Respondent's availability to begin the tasks specified herein and confirming the Respondent's availability to continue the Work on an ongoing and as needed basis.
8. Provide a statement detailing the Respondent's familiarity with permitting agencies and permitting procedures, applicable building codes and construction cost estimates (as applicable).
9. Provide a statement detailing the Respondent's in-house expertise for other disciplines.
10. Submit bank and trade references, a financial statement and other information sufficiently comprehensive to permit an appraisal of the firm's current financial condition.
11. Submit proof of the required insurance with the limits specified herein.
12. Complete and return "Schedule A" and "Schedule B".
13. Complete and submit Standard Form 254 and Standard Form 255, or Form 330.

#### XVII. QUESTIONS

Respondents are asked to refrain from contacting any Town officials prior to the ranking of the firms other than as indicated in "Registration of Lobbyists" section above. Questions will be accepted until 12:00 p.m. seven (7) calendar days prior to the Proposal opening date. All questions should be directed in writing to:

Town of Davie, Purchasing Department  
Attn: Herb Hyman, Procurement Manager  
6591 Orange Drive  
Davie, Florida 33314  
Tel: (954) 797-1016  
Fax: (954) 797-1049

**SCHEDULE "A"**

**TOWN OF DAVIE  
NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Proposer. If the proposal is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the proposal.

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that  
(Type or print the name of the person who is signing below)

1. He / she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of the Proposer that has submitted the attached Proposal.
2. He / she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting the Proposal;
3. Said proposal is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said commodities / services. Said bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the Town of Davie is directly or indirectly interested therein. If any relatives are employed by the Town, indicate name and relationship below.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company Name: \_\_\_\_\_

Proposer's Authorized Signature: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type, or Stamp name of Notary Public)  
Personally known \_\_\_\_\_ or Produced I.D. \_\_\_\_\_  
Type and number of I.D. Produced:

\_\_\_\_\_ Did take an oath, or \_\_\_\_\_ Did not take an oath  
Name of Respondent Firm \_\_\_\_\_

**Schedule "B"**

**TOWN OF DAVIE  
Request for Qualifications for  
Engineering and Surveying Consultants  
Bid No.**

*Please identify for which of the following disciplines your firm would like to be considered and return this form with your proposal.*

<i>Civil Engineering Services</i>	<i>Yes</i>	<i>No</i>
<i>Civil Engineering Inspection Services</i>	<i>Yes</i>	<i>No</i>
<i>Electrical Engineering Services</i>	<i>Yes</i>	<i>No</i>
<i>Environmental Engineering Services</i>	<i>Yes</i>	<i>No</i>
<i>Land Surveying Services</i>	<i>Yes</i>	<i>No</i>
<i>Mechanical Engineering Services</i>	<i>Yes</i>	<i>No</i>
<i>Structural Engineering Services</i>	<i>Yes</i>	<i>No</i>
<i>Traffic Engineering Services</i>	<i>Yes</i>	<i>No</i>

*Name of Respondent Firm*

*Address* \_\_\_\_\_

*Phone Number* \_\_\_\_\_

*Date*

## VENDOR LIST

1. Calvin Giordano & Associates, Inc.  
1800 Eller Drive, Suite 600  
Ft. Lauderdale, FL 33316  
(954)921-7781  
(954)921-8807 FAX
2. Leiter & Associates, Inc.  
160 NW 176<sup>th</sup> Street  
Miami, FL  
(954)524-2202
3. Craven Thompson & Associates, Inc.  
3563 NW 53<sup>rd</sup> Street  
Ft. Lauderdale, FL 33309  
(954)739-6400  
(954)739-6409 FAX
4. McLaughlin Engineering  
400 NE 3<sup>rd</sup> Ave.  
Ft. Lauderdale, FL 33301  
(954)763-7611  
(954)763-7615 FAX
5. Hazen and Sawyer  
4000 Hollywood Blvd.  
Hollywood, FL 33020  
(954)462-2709
5. Stoner and Associates  
4341 SW 62<sup>nd</sup> Ave.  
Davie, FL  
(954)585-0997
6. Chen and Associates  
5100 NW 33 Ave., Suite 250  
Ft. Lauderdale, FL 33309  
(954)730-0707  
(954)730-2030 FAX
7. Miller Legg  
1800 North Douglas Road, Suite 200  
Pembroke Pines, FL 33024  
(954)436-7000  
(954)436-8664 FAX
8. GLE Associates, Inc  
1000 NW 65<sup>th</sup> Street, Suite 100

Ft. Lauderdale, FL 33309  
(954)968-6414  
(954)968-6090 FAX

9. Kittleson & Associates  
110 E. Broward Blvd, Suite 2410  
Ft. Lauderdale, FL 33301  
(954)828-1730  
(954)828-1787 FAX

10. Rhon Ernest-Jones  
12500 West Atlantic Blvd  
Coral Springs, FL 33071  
(954)752-0348  
(954)752-2972 FAX

11. R.J. Behar & Company  
6861 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, FL 33332  
(954)680-7771  
(954)680-7781 FAX

12. ADA Engineering  
8550 NW 33<sup>rd</sup> Street, Suite 101  
Doral, FL 33122  
(305) 551-4608  
(305) 551-8977 FAX

13. C3TS  
901 Ponce de Leon Blvd, Suite 900  
Coral Gables, FL 33134  
(305) 445-2900  
(305) 445-3366 FAX

14. Corradino Group  
5200 NW 33<sup>rd</sup> Avenue, Suite 203  
Fort Lauderdale, FL 33309  
(954) 777-0044  
(954) 777-5157 FAX

# **EXHIBIT E**

## **PROFESSIONAL SERVICES AGREEMENT**

**State of Florida Department of Transportation  
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS  
June, 2011**

**1. SERVICES AND PERFORMANCE**

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. **INDEMNITY AND INSURANCE:**

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, 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 Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

#### 5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:

- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
  - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## 6. **TERMINATION AND DEFAULT**

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
  - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
  - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

## 7. **ASSIGNMENT AND SUBCONTRACTORS**

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 28th Street North  
Suite 300  
St Petersburg, Florida 33716

## 8. **MISCELLANEOUS**

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## 9. **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

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

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

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

O. The Consultant hereby certifies that it has not:

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

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

# EXHIBIT F

## FEDERAL REQUIRED FORMS

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)

(Appendix B Certification]

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

### Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

