

**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING ENGINEERING CONSULTANT, DESIGN,  
INSPECTION & RELATED SERVICES  
RFQ 22-1**

**CEDAR KEY WATER AND SEWER DISTRICT**

Date of Issue: August 9, 2022  
**Responses Due By September 14, 2022**

**MAIL OR HAND DELIVER RESPONSES TO:**

Alicia M. Johns  
Cedar Key Water & Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625  
Website: [www.ckwater.org](http://www.ckwater.org)  
Phone Questions: (352)543-5285  
Email Questions: [alicia@ckwater.org](mailto:alicia@ckwater.org)

**TABLE OF CONTENTS**

SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC) .....2

    1.1. Definitions.....2

    1.2. Issuance of Addenda .....3

    1.3. Florida Public Records Law and Confidentiality.....3

    1.4. Requests for Clarification and Assistance .....4

    1.5. ADA - Special Accommodations.....4

    1.6. Proposer’s Responsibility .....4

    1.7. Indemnification and Hold Harmless).....4

    1.8. District Rights .....5

    1.9. Public Entity Crimes .....5

    1.10. Small, Minority and Woman-Owned Business Enterprise .....5

    1.11. Equal Employment Opportunity/Affirmative Action .....5

    1.12. Drug Free Workplace.....6

    1.13. Conflicts of Interest.....6

    1.14. Non-Collusion.....7

    1.15. Ethical Business Practices.....7

    1.16. Subcontracting .....7

    1.17. Withdrawal or Modification of Proposals.....8

    1.18. Status Of Contractor .....8

    1.19. Registered to Do Business in the State of Florida .....8

    1.20. Debarment and Suspension.....8

    1.21. Employment Eligibility Verification .....8

    1.22. Venue .....8

    1.23. Construction.....9

    1.24. Order of Precedence.....9

    1.25. Term of the Contract and Termination .....9

    1.26. Insurance Requirements.....9

    1.27. Federal Requirements .....10

SECTION 2.0. CONE OF SILENCE .....10

SECTION 3.0. SCHEDULE OF EVENTS .....11

SECTION 4.0. SCOPE OF WORK AND TECHNICAL REQUIREMENTS.....11

SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS .....12

SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING .....14

SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS .....15

SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION.....16

**APPENDICES: REQUIRED DOCUMENTS AND CERTIFICATIONS:**

Proposal Transmittal Form (to be on Proposer’s Letterhead)..... A-1

Checklist of Required Forms, Documents, Certifications .....B-1

Required Forms and Certifications .....C-1 – C-13

Draft Contract Document..... D-1

## **INTENT, DESCRIPTION OF WORK, AND BACKGROUND**

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Cedar Key Water and Sewer District (“District”) is seeking Proposals from qualifying consulting firms (the “Proposer”) to provide all or a portion of continuing professional consulting services (“Professional Services”) for engineering, construction engineering inspection, and surveying/mapping services on an as needed basis. The District anticipates selecting one or more professional firms to execute a Contract for Professional Services in accordance with this RFQ.

The CCNA establishes contracting procedures by which agencies must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”). The CCNA process allows for Professional Firms to be chosen based on quality of personnel, minority/women-owned business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload and volume of work previously awarded to each Professional Firm by the District. The selected firms must be capable of providing all or a portion of the Professional Services set forth in the RFQ as well as providing design, permitting, and construction oversight as may be required by the District based on each specific project for which services are needed.

While every effort is made to ensure the accuracy and completeness of information in the RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFQ.

Proposers interested in providing one or more of the Services are instructed to submit one (1) original, three paper (3) copies, and one (1) flash drive of its Proposal, in accordance with this RFQ, no later than September 14, 2022 @ 3:00 EST to Cedar Key Water & Sewer District, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625.

Proposals received after this date and time will not be considered and shall be returned unopened.

- **The Cedar Key Water and Sewer District is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **The Cedar Key Water and Sewer District strictly enforces open and fair competition.**

**ADA –Special Accommodations:** Any person requiring accommodations due to a disability should call the District at (352)543-5285 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFQ and any addenda issued are available on the District website at [www.ckwater.org](http://www.ckwater.org) or by contacting the District at (352)543-5285. All questions pertaining to this RFQ should be submitted in writing in accordance with RFQ instructions.

## **Description of Work:**

The District requires Consultant Engineers that can provide continuing engineering, construction engineering inspection, and surveying/mapping services on an as needed basis, pursuant to work authorizations issued by the District. Some of the tasks Consultant Engineers may be required to perform include, but are not limited to:

- Preliminary and Final Design
- Performing feasibility studies, analyses, and assessments
- Prepare or support the preparation of grant applications to include Opinions of Probable Cost and Concept Plans
- GIS Support Services
- Surveying and Mapping
- Engineering Services associated with water and wastewater utility projects including Sanitary Sewer Collection System, Lift Station and Force Mains, Water systems and Reclaimed Water Treatment analysis, design, inspection, and permitting
- Construction phase services, including but not limited to construction engineering inspection
- Construction bid services
- Construction contract administration
- Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies
- Providing such other Professional Services as the District may require

## **SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)**

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the District as part of its process.

### **1.1. Definitions**

General terms used throughout this RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

1.1.1 ***Award*** means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.

1.1.2. ***Contract*** means the legally enforceable document agreed to and signed by the District and successful Proposer(s) (collectively referred to as the “Parties”), which is attached hereto as Appendix D and incorporated herein by reference.

1.1.3. ***District*** means the Cedar Key Water and Sewer District, a legal entity and public body.

1.1.4. ***Proposer*** means any firm, individual or organization submitting a proposal in response to this RFQ.

1.1.5. **RFQ** means this document, its attachments and any document hereinafter incorporated by reference.

1.1.6. **SOW** means Scope of Work

1.1.7. **Successful Proposer or Engineering Consultant** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

## **1.2. Issuance of Addenda**

If this RFQ is amended, the District will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

## **1.3. Florida Public Records Law and Confidentiality**

1.3.1. By submitting a Proposal in response to this RFQ, a Proposer acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.3.2. Should the Proposer provide the District with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.3.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the District, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the District shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., CST, of the second business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.

1.3.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the District for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the District, or assessed or awarded against the District, in regard to the District’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to

defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to this RFQ and shall constitute the District's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

#### **1.4. Requests for Clarification and Assistance**

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

Questions: Alicia M. Johns

Mailing Address: Cedar Key Water & Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625

E-mail Address: alicia@ckwater.org

Questions and responses will be posted on the District's Website and, if necessary, an Addendum(s) issued. Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated in the Schedule of Events below. Questions received after the cut-off date as specified in the Schedule will not be considered.

#### **1.5. ADA - Special Accommodations**

Any person requiring special accommodations due to a disability should call the District at least five (5) working days prior to any pre-response conference, response opening, or meeting.

#### **1.6. Proposer's Responsibility**

1.6.1. It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFQ.

1.6.2. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.6.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's risk.

#### **1.7 Indemnification and Hold Harmless (ref: Appendix C-1)**

1.7.1. The Proposer shall indemnify and hold harmless the District, 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 Proposer and other persons employed or utilized by the Proposer in the performance of the Contract.

1.7.2. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

**1.8. District Rights**

1.8.1. The District reserves the right to reject any Proposal as Nonresponsive or to reject all Proposals and cancel or reissue this solicitation.

1.8.2. The District may waive informalities and negotiate with the apparent most qualified Proposer.

1.8.3. The District reserves the right to withdraw this RFQ at any time prior to final award and execution of a Contract.

1.8.4. No Proposer is guaranteed any amount of work even if the District enters into a Contract with the Proposer.

1.8.5. The District has the right to request any necessary clarifications or Proposal data without changing the terms of the RFQ.

1.8.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFQ shall be borne solely by the Proposers. No payment will be made for any Proposals received or for any other effort required of, or made by, the Proposers prior to Contract commencement and approval of a work authorization.

**1.9. Public Entity Crimes (ref: Appendix C-2)**

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the District within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

**1.10. Small, Minority and Woman-Owned Business Enterprise**

Certification as a minority business enterprise for the purpose of this RFQ is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification.

**1.11. Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)**



1.11.1. The District certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.11.2. Any business submitting a Proposal in response is required to be an Equal Employment Opportunity/Affirmative Action employer and must require the same of any subcontractors hired under pursuant to the RFQ. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

**1.12. Drug Free Workplace (ref: Appendix C-4)**

1.12.1. The District certifies that it is a Drug Free Workplace.

1.12.2. Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.12.3. Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (a) above.

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**1.13. Conflicts of Interest (ref: Appendix C-5)**

The District may disqualify any Proposer determined to have a conflict of interest prohibited under Part III, Chapter 112, Florida Statutes. All awards hereunder are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the District.

**1.14. Non-Collusion (ref: Appendix C-6)**

Each Proposer is required to sign and have notarized by a Florida Notary a “Non-collusion Affidavit.”

**1.15. Ethical Business Practices (ref: Appendix C-7)**

1.15.1. The District reserves the right to deny award or immediately suspend any contract resulting from this RFQ or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the District may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.15.2. Gratuities. It shall be unethical for any person to offer, give or agree to give any District employee, or for any District employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFQ or proposal thereof.

1.15.3. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.15.4. A Proposer is required to certify an Ethics Clause and submit with its Proposal (Appendix C-7).

**1.16. Subcontracting (ref: Appendix C-8)**

1.16.1. Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

1.16.2. Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the District.

1.16.3. All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.16.4. A Proposer must list any proposed subcontractors with addresses, contact information and services to be provided and submit with its Proposal.

### **1.17. Withdrawal or Modification of Proposals**

A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

### **1.18. Status Of Contractor**

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the District.

### **1.19. Registered to Do Business in the State of Florida**

A Proposer seeking to do business with the District shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the District shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html> The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

### **1.20. Debarment and Suspension (ref: Appendix C-9)**

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

### **1.21. Employment Eligibility Verification (ref: Appendix C-10)**

1.21.1. The successful Proposer shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.21.2. The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RFQ and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the District, or other authorized federal or state entity consistent with the terms of this RFQ and Contract.

### **1.22. Venue**

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Levy County, Florida, United States.

### **1.23. Construction**

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida.

### **1.24. Order of Precedence**

The provisions of the RFQ, successful firm's proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.
- b. Contract.
- c. RFQ and all of its addendums and attachments.
- d. Successful firm's proposal.

### **1.25. Term of the Contract and Termination**

1.25.1. The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a period of three (3) years from the effective date. The Contract may, by mutual assent of the parties, be extended TWO (2) additional TWELVE (12) month periods or portions thereof, up to a cumulative total of FIVE (5) years. The District reserves the right to re-negotiate rates based on current market conditions.

1.25.2. The District may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

### **1.26. Insurance Requirements (ref: Appendix C-11 and D, Contract)**

1.26.1. Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions which are hereby incorporated into this RFQ.

1.26.2. Verification of Coverage (ref: Appendix C-11)

Proposer shall furnish certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before the Services commence.

### 1.26.3. Subcontractors

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

### **1.27 Federal Requirements**

This RFQ and the work to be performed by Successful Proposer(s) hereunder is or may become fully or partially federally grant funded. To the extent applicable, in accordance with Federal law, Proposers shall comply with the clauses as enumerated in Attachment D - Contract for Professional Consulting Services at Exhibit C – Federal Provisions Applicable to Consultant. Additionally, Proposers shall adhere to all grant conditions as set forth in the requirements of any applicable federal grants which have been provided to Proposer, along with all applicable Federal Laws, including but not limited to, those set forth below: which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this RFQ as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this solicitation. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the District as unresponsive.

### **SECTION 2.0. CONE OF SILENCE**

**2.1.** A Cone of Silence will be in effect for this RFQ beginning with the date this RFQ is released listed in Section 3.0 hereof and through issuance of a Notice of Award. In accordance with same, the District prohibits communication to or with any officer, member, elected official, department, office or employee of the District during the solicitation process from the date of advertisement of the RFQ through notice of award, except as provided below.

**2.2.** All requests for interpretations or clarifications shall be in writing, addressed to the District as provided in section 1.4 hereof, to be given consideration. All such requests for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Such written addenda shall be binding on the Proposers and shall become a part of the RFQ Document(s). No oral interpretations of this RFQ, the scope of services, or the Contract will be provided.

### **SECTION 3.0. SCHEDULE OF EVENTS**

The following is the scheduled sequence of events with important dates and times where known. Dates are subject to change by the District at its sole discretion. If the District determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

<b>ACTION</b>	<b>DATE</b>
RFQ Released	August 9, 2022
Cut-Off date for Questions	August 26, 2022
Responses to Technical Questions Provided	September 7, 2022
Responses Due and Opened	September 14, 3:00 p.m.
Evaluation of Proposals and Shortlisting	September - October, 2022
Oral Presentations	September - October, 2022*
Final Scoring/Ranking/Selection by the Board	September - October, 2022
Posting of Intent to Award	September - October, 2022
Contract Negotiations Begin	September - November, 2022
District Approval of Award and Contract	October - November, 2022
Anticipated Beginning of Work	October - November, 2022

\*The District reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

\*\*All times listed are in eastern standard time (EST).

### **SECTION 4.0. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**4.1.** The Engineering Consultant shall provide professional services for the District as needed and in accordance with Florida law.

**4.2.** The Engineering Consultant shall be a Registered Professional Engineer in Florida and have a minimum of five (5) years licensed experience in Florida, or another State acceptable to the District if registered to conduct business in Florida. Consideration shall be given to an Engineering Consultant who possesses experience and a working knowledge of the design and construction of municipal sewer and potable water systems, permitting new construction, environmental considerations related to new construction, and appropriate building codes in the State of Florida and the local project area.

The Engineering Consultant shall report to the District General Manager. The Engineering Consultant shall also be required to coordinate as necessary with other consultants hired by the District.

**4.3.** The Engineering Consultant shall advise the District and prepare necessary documentation, cost estimates, and construction plans while working in conjunction with other professionals engaged by the District. The Engineering Consultant shall also provide the District with an

analysis of bids received and make recommendations as to the best bids to achieve District objectives.

4.4. The Engineering Consultant shall perform those services outlined in Section 2.1 through 2.8 of the Contract as implemented by a duly issued Work Authorization.

4.5. The anticipated hours will be variable although the District generally meets monthly on the second Monday. Coordination with the General Manager/District will be by mutual agreement.

**SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS**

5.1. Proposers shall construct their Proposals in the following format as outlined below in two separate binders and a tab must separate each section as prescribed.

5.2. The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, so identified, three (3) complete paper copies, and one electronic flash drive copy of the Proposal for services defined herein for the term of the contract.

5.3. Failure to provide the required copies, adhere to the required format, or to provide any information required in this RFQ may result in a Proposal being deemed Nonresponsive and rejected from consideration.

5.4 **Proposals shall not include any information regarding fees or compensation for the Professional Services.**

**TAB 1 – EXECUTIVE SUMMARY**

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm’s or individual’s understanding as to the District’s needs relative to the this RFQ, including a typical project approach and a statement as the firm’s commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
  - Address of the office from which work is to be performed.
  - A listing of the professional services to be offered.
  - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
  - Provide proof that Proposer’s business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

- MBE State Certification

*This executive summary should be no more than ten (10) pages.*

**TAB 2 – ABILITY OF PERSONNEL**

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individuals name, function with the firm, years of experience with the firm, education, and **years of experience specific to the Professional Services being offered.** Professional resume and any professional certificates or licenses held should be included for each individual listed.

**TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix C-12)**

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Permitting: provide a description of the firms experience in dealing with federal, state and local permitting and regulatory agencies.
- Provide four (4) projects completed within the last five (5) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

**TAB 4 – CURRENT AND PROJECTED WORKLOAD**

Provide a current and projected description of current workload. Describe whether the Proposer has the capacity to take on task and work orders on an as-needed basis for the District as such may arise during the life of the Contract.

**TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)**

Name ALL subcontractors (to include prime and sub-contractors) that will potentially be used to provide services and list the specific services to be provided by each sub-contractor.

**TAB 6 - REQUIRED DOCUMENTS AND CERTIFICATIONS**

- a. MBE State Certification Documentation, if applicable.
- b. All other required documents and certifications included in the Appendices to this RFQ.

**TAB 7 – EXCEPTIONS**

Provide a list and explanation as to any exceptions to any of the terms and conditions contained in the Contract for Professional Services in this RFQ as Appendix D. Failure to note an exception



and explanation on a particular Contract term shall make such terms non-negotiable during competitive negotiation.

### **5.3. Instructions to Proposers.**

5.3.1. The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.3.2. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

5.3.3. The District reserves the right to seek additional/supplemental representation on specific issues as needed.

5.3.4. Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.3.5. The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the District to bind the principal Proposer.

5.3.6. The District shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

5.3.6.1. The Proposal submittal shall be enclosed in a sealed envelope addressed to the District, at the address listed below. Proposals must be received by the District by the time specified in Section 6.1 hereof. Proposals by email or fax will not be accepted.

5.3.6.2. Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the District once daily. Accordingly, in order for a submission to be received by the office of the District when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the District the submittal due date and time.

5.3.6.3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received by the District by the due date and time. The District shall not be responsible for delays caused by any occurrence. All Proposals shall be mailed or delivered to the office of the District at the address listed below. Sealed Proposals are to be addressed as follows:

Cedar Key Water and Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625

### **SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING**

**6.1. Proposal Due Date:** Sealed proposals must be received by Alicia M. Johns, or her designee, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625, not later than 3:00 pm, eastern standard time, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625 on September 14, 2022. Proposals received after this date and time will not be considered.

**6.2. Public Opening:** Proposals will be opened and announced publicly at the District’s Office located at 510 3<sup>rd</sup> Street, Cedar Key, Florida, on the due date and time as specified in Section 3.0 hereof. The public may attend the public opening, but may not immediately review any Proposals submitted. The names of Proposers only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b), Florida Statutes, all Proposals submitted shall be subject to review as public records upon notice of an intended award pursuant to this RFQ (or a reissued RFQ covering the same services) or thirty (30) days from opening, whichever is earlier. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.

**6.3. Validity:** All Proposals shall remain valid for a period of ninety (90) days from the date of the public opening and may be extended beyond that time by mutual agreement.

**SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

**7.1.** Proposals in response to this RFQ that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by the Board. The Board may utilize other District staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

**7.2.** In ranking proposals the Board shall evaluate the proposals on the basis of the information provided by the Proposer, and rank each proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ.

**7.3.** Responses to this RFQ not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The District reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been deemed responsive.

**7.4.** The Board will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria listed in order of importance:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
a. Executive Summary (Tab 1)	10
b. Ability of Personnel (Tab 2)	30
c. Experience of Firm and References (Tab 3)	30
d. Availability of Workload (Tab 4)	20
f. Oral Presentations (if required)	10
<b>Total</b>	<b>100 (90 if no Oral Presentations Required)</b>

7.5. At its discretion, the Board may invite Proposers to provide oral presentations to the Board. At the conclusion of oral presentations, the Board will add in points for criteria f. and may also adjust points previously awarded for criteria a.- e. based upon information and clarifications received during the oral presentations. The District makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of oral presentations. The District will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations or negotiations.

7.6 In the event of a tie between two or more Proposals, if one Proposer is a State Certified MBE, they will receive the higher ranking.

7.7. It is anticipated that the District will approve entering into competitive negotiations with the top ranked firms in order of precedence in accordance with Section 287.055, Florida Statutes. The award and competitive negotiation of the Contract will be in accordance with and Section 287.055, Florida Statutes. It's anticipated that the District may enter into the Contract with one or more Proposers.

7.8. Individual Board members will be removed from the Board if unable to participate in all reviews, and scoring will be based on scores of the remaining Board members.

7.9. The District and the Board reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the District, Moreover, the District reserves the right to make investigations of the qualifications of the Proposer as it deems necessary, including, but not limited to, a criminal background investigation.

7.10 Reserved Rights: The District, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFQ or in the proposal received as a result of this RFQ. The District does not guarantee the award of any contract as a result of this solicitation process.

## **SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION**

8.1. The District reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

8.2 The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida. The Contract shall include all terms and conditions of this RFQ, any addenda, response, and the contract issued as a result of this RFQ.

8.3. The selected Proposer will be required to assume responsibility for all services offered in the proposal. The District will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

**8.4.** The Notice of Intent to Award and contracting will proceed pursuant to Section 287.055, Florida Statutes. The District does not guarantee that it will be able to come to terms on a contract with Proposer(s) and all such negotiations shall be at the Proposer's risk and expense.

**8.5.** Unless such time is extended by the District, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued, sign and enter into a contract with the District, and shall simultaneously provide any required bonds, indemnities and insurance certificates.

**REQUEST FOR QUALIFICATIONS FOR CONTINUING  
ENGINEERING CONSULTANT, DESIGN,  
INSPECTION & RELATED SERVICES  
RFQ 22-1**

**APPENDICES A-C**

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**APPENDIX A: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

\*The Cedar Key Water and Sewer District reserves the right to accept or reject any and/or all proposals in the best interest of the District.

This Proposal in response to RFQ 22-1, is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FEID # \_\_\_\_\_

**LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:**

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

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**APPENDIX B: CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS:**

Please submit the items on the following list and any other items required by any section of this RFQ. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFQ:

- \_\_\_\_ A. Completed Proposal Response Cover Sheet with Signature (Appendix A)
- \_\_\_\_ B. Checklist of Required Forms, Documents, Certifications (Appendix B)
- \_\_\_\_ C. FORMS (Appendix C)
  - \_\_\_\_ 1. Indemnification and Hold Harmless
  - \_\_\_\_ 2. Public Entity Crimes Sworn Statement
  - \_\_\_\_ 3. Equal Employment Opportunity/Affirmative Action Statement
  - \_\_\_\_ 4. Drug Free Workplace Certification
  - \_\_\_\_ 5. Disclosure Statement, Conflicts of Interest Disclosure
  - \_\_\_\_ 6. Non-Collusion Affidavit
  - \_\_\_\_ 7. Ethics Clause Certification
  - \_\_\_\_ 8. List of Proposed Subcontractors and Services to be Performed
  - \_\_\_\_ 9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
  - \_\_\_\_ 10. E-Verify Compliance Certification
  - \_\_\_\_ 11. Required Policy Endorsements and Documentation (Insurance Verification)
  - \_\_\_\_ 12. References/Conflicts
  - \_\_\_\_ 13. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- \_\_\_\_ D. Contract Documents (Appendix D)

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**APPENDIX C-1  
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Cedar Key Water and Sewer District, and their officers, agents, and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**APPENDIX C-2**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Cedar Key Water and Sewer District.

By : \_\_\_\_\_  
[Print individual's name and title]

for \_\_\_\_\_  
[Print name of entity submitting sworn statement]

Whose business address is:  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is . \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).  
\_\_\_\_\_ .

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

RFQ 2022-1 Continuing Professional Consulting Services

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

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

Sworn to and subscribed before me this \_\_\_\_\_ day of, 2022.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC  
Notary Public - State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public  
C-2-2

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**APPENDIX C-3**  
**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**APPENDIX C-4**  
**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**APPENDIX C-5  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Cedar Key Water and Sewer District. All firms must disclose the name of any such officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the entities listed above, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Cedar Key Water and Sewer District with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the Cedar Key Water and Sewer District.

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Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

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---

---

Name

---

Company

---

Date

**APPENDIX C-6  
NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Cedar Key Water and Sewer District and that it will be relied upon by said District in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

a, \_\_\_\_\_ formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)

of which he is . \_\_\_\_\_  
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the District, also that no head of any department or employee therein, or any officer of the District is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of 20\_\_\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

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

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**APPENDIX C-7  
ETHICS CLAUSE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 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.

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 agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization

**APPENDIX C-8  
LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED**

<b>Subcontract 1</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 2</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 3</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 5</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 6</b> Name: City/State/Zip Services to Perform and Percentage:
<b>Subcontract 7</b> Name: City/State/Zip Services to Perform and Percentage:

**APPENDIX C-9**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY**  
**MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
  
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

---

Signature

---

Title

---

Contractor/Firm

---

Address

**APPENDIX C-10**  
**E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the Cedar Key Water and Sewer District upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



RFQ 2022-1 CONTINUING ENGINEERING CONSULTANT, DESIGN, INSPECTION & RELATED SERVICES

**APPENDIX C-12  
REFERENCE AND CONFLICTS FORM**

**Proposer Name:** \_\_\_\_\_

Proposers are required to submit with their Proposals references and conflicts in accordance with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required reference information. The District reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

**REFERENCES**

<b>FORMER CLIENTS and Project Description</b>	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	



RFQ 2022-1 Continuing Professional Consulting Services

Service Dates:	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**CONFLICTS, IF APPLICABLE**

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**APPENDIX C-13. CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief that:

(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 an 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

\_\_\_\_\_  
Signature/Authorized Certifying Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

**CONTRACT FOR PROFESSIONAL  
CONSULTING SERVICES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CEDAR KEY WATER AND SEWER DISTRICT, an independent special district government entity, whose principal place of business is at 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625 (the "District"), and \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_ (the "Consultant"), whose Federal I.D. number is \_\_\_\_\_, in connection with Request for Qualifications No. 22-1 and the professional consulting services set forth therein.

**W I T N E S S E T H**

**WHEREAS**, the District has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

**WHEREAS**, after due review of the proposals, the District selected at least three (3) firms for continuing professional consulting services agreements; and

**WHEREAS**, Consultant was one of those firms selected; and

**WHEREAS**, the District desires to obtain the continuing professional consulting services of the Consultant for a term of three (3) years with two (2) optional one (1) year renewal periods, concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the District and the Consultant agree as follows:

**ARTICLE ONE  
CONSULTANT'S RESPONSIBILITY**

1.1. Consultant shall provide to the District continuing professional engineering consulting services for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and shall be issued periodically as Work Authorizations for identified the District projects ("Project"). Such Projects and scopes of work will be outlined in a Work Authorization and all provisions of this Contract apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will set forth a specific Project, the Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the District. The Work Authorization form is attached hereto as Exhibit B, which is incorporated herein by reference.

1.3. The basis of compensation to be paid Consultant by the District for Basic Services is set forth in Article Five and Exhibit A, "Basis of Compensation" attached to each Work Authorization, which is attached hereto and incorporated herein. Work Authorization requests will be made to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

\_\_\_\_\_  
\_\_\_\_\_

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the District, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the District in the event of key personnel changes, which might affect this Contract. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant, at the District's request, shall remove without consequence to the District any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The District has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

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

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

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the District, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the

District shall request in writing to be removed, which request may be made by the District with or without cause.

1.9. The Consultant has represented to the District that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the District's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the District of such conflict and utilize its best professional judgment to advise the District regarding resolution of the conflict. At the District's request, Consultant shall, at no additional cost to the District, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Contract.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without the District's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the District's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to the District, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

## **ARTICLE TWO BASIC AND ADDITIONAL SERVICES OF CONSULTANT**

As authorized or required by the District in a Work Authorization, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the District as indicated in Article Five and Exhibit A and as confirmed in each Work

Authorization. The following Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 are considered Basic Services and Section 2.8 is considered Additional Services:

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with the District to define and clarify the District's requirements for the Project and available data.
- b. Advise the District as to the necessity of the District obtaining from Consultant Additional Services described in Article Two of this Contract, including, but not limited to probing's, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of the District to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
- d. Identify and evaluate all reasonable alternate solutions available to the District and, after consultation with the District, recommend to the District those solutions which in Consultant's judgment meet the District's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the District which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by the District, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to the District within the timeframe established in the Work Authorization and review it with the District.
- g. Revise the Report and any other deliverables in response to the District's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the District within the timeframe established in the Work Authorization.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by the District, as appropriate.

## 2.2. Preliminary Design.

After acceptance by the District of the Report and any other deliverables, selection by the District of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by the District, as applicable, and upon written authorization from the District, Consultant shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- b. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
- c. Provide to the District three (3) copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
- d. Advise the District as to the necessity of the District obtaining from Consultant, Additional Services described in Article Three of this Contract, such as, but not limited to probing's, subsurface explorations, special permits, or other similar investigations. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist the District in collating the various cost categories which comprise Total Project Costs.
- e. Keep the District informed as to the status of the project design through no less than monthly meetings at the District's offices.
- f. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to the District within the timeframe established in the Work Authorization, and review them with the District.
- g. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from the District, as appropriate, and furnish to the District three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within the timeframe established in the Work Authorization.

Consultant's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to the District.

## 2.3. Final Design.

After acceptance by the District of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any the District-directed modifications or changes in the scope, extent,

character, or design requirements of or for the Project, and upon written authorization from the District, Consultant shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- b. Provide technical criteria, written descriptions, and design data for the District's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the District in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
- c. Advise the District of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Consultant.
- d. Prepare and furnish Bidding Documents for review by the District, its legal counsel, its other advisors, and regulatory agencies, within the timeframe established in the Work Authorization, and assist the District in the preparation of other related documents. Review to ensure conformity with the technical specifications and incorporate into the Bidding Documents, the District's standard specifications.
- e. Revise the Bidding Documents in accordance with comments and instructions from the District, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to the District within the timeframe established in the Work Authorization. Consultant shall also provide an electronic copy of the Bidding Documents to the District.

Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.3.1 have been delivered to and accepted by the District.

#### 2.4. Construction Bid Services.

After acceptance by the District of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase Consultant shall:

- a. Assist the District in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-Bid conferences, if any.
- b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- c. Provide information or assistance needed by the District in the course of any negotiations with prospective contractors.



- d. Consult with the District as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- e. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist the District in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. Provide the District with a recommendation of contract award.

The Bidding or Negotiating Phase will be considered complete upon contract award by the District to the successful bidder.

## 2.5. Construction Contract Administration.

Upon successful completion of the Bidding and Negotiating Phase Consultant shall:

- a. Consult with the District and Contractors as reasonably required and necessary with regard to the construction of the project and act as the District's representative. All of the District's instructions to Contractor will be issued through Consultant.
- b. Coordinate and conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- c. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
- e. In connection with observations of a contractor's Work while it is in progress:
  - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant or the District deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of contractor's executed Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of contractor's Work in progress or to involve detailed inspections of contractor's Work in progress beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on

Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and Consultant shall keep the District informed of the progress of the Work.

ii. The purpose of Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the District a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of contractor's Work in progress, supervise, direct, or have control over contractor's Work, nor shall Consultant have responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety on the Site, for safety precautions and programs incident to contractor's Work, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work.

iii. The Consultant shall consult with the District's inspector and review all observations and inspection reports performed by the District's inspector to ensure the Work conforms in general to the Contract Documents. Consultant shall promptly notify the District as to any deviations from the Contract Documents.

f. Recommend to the District that contractor's Work be rejected while it is in progress if, on the basis of Consultant's observations, Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

g. Review materials and workmanship of the Project and report to the District any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendation to the District to reject items not meeting the requirements of the Contract Documents.

h. Recommend to the District in writing that the work, or designated portions thereof, be stopped if, in Consultant's judgment, such action is necessary to allow proper inspection, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition, such stoppage to be only for a period reasonably necessary for the determination of whether or not the work will in fact comply with the requirements of the Contract Documents.

- i. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.
- j. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- k. Negotiate with the contractor the scope and cost of any contract Change Order or Work Change Directive and provide a recommendation to the District. Prepare and issue Change Orders and Work Change Directives as required or directed by the District.
- l. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.
- m. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by contractor.
- n. Require special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by applicable laws and regulations of any governmental agency or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- o. Assist and coordinate with the District, contractor and, if applicable, their Operations Contractor, with regard to start-up and testing requirements of the Project. Review and approve all required start-up procedures required by the Contract. Observe all start-up activities to ensure conformity with the requirements of the Contract Documents. Review and approve any performance testing required by the Contract Documents.
- p. Assist the District with the coordination of any training of the District's Operations contractor or other such persons as designated by the District.
- q. Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted claim by the District or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to the District or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

r. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to the District concerning the amount owed to the contractor and shall forward the contractor's application for such amount to the District. Such approval of the application for payment shall constitute a representation by Consultant to the District, based on observations and evaluations, that:

- i. The work has progressed to the point indicated.
- ii. The work is in substantial accordance with the Contract Documents.
- iii. The contractor is entitled to payment in the recommended amount.

s. Receive, review, and transmit to the District maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data, and all required record documents which are to be assembled by contractor in accordance with the Contract Documents to obtain final payment.

t. Promptly after notice from contractor that contractor considers the entire Work ready for its intended use, in company with the District and contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If, after considering any objections of the District, Consultant considers the Work substantially complete Consultant shall deliver a certificate of Substantial Completion to the District and contractor. If not, Consultant shall develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the District concerning the acceptability of Work done and the use of the Project.

u. Prepare and furnish to the District two (2) sets of project record drawings showing appropriate record information based on Record Drawing information from contractor and Project documentation received from the District's inspector. Consultant shall also provide the District with an electronic copy of the project record documents.

v. In company with the District, conduct a final inspection and assist the District in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but not limited to, lien waivers, contractor's final affidavit, close-out change orders, certificate of final completion, and final payment application.

w. The construction phase will terminate upon written recommendation by Consultant for final payment to Contractors.

## 2.6. Detailed Observation of Construction.

Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the District. During detailed observation of construction Consultant shall act to protect the District's interests in Project and:

a. Take digital 3 x 5 color photographs of important aspects of the Project process and submit same on a regular basis to the District; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings.

b. Maintain appropriate field notes from which record drawings can be generated.

c. Maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project.

d. Observe operation or performance testing and report findings to the District and contractor, including copies of bacteriological and pressure tests when potable water lines are involved upon completion of operable units.

## 2.7. Post-Construction Phase.

Upon written authorization from the District, Consultant, during the post-construction phase, shall:

a. Provide assistance in connection with the adjusting of Project equipment and systems.

b. Assist the District in training the District staff to operate and maintain Project equipment and systems.

c. Assist the District in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

d. Together with the District, visit the Project to observe any apparent defects in the Work, assist the District in consultations and discussions with Contractor concerning

correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.

e. In company with the District or the District's Representative, provide an inspection of the Project within one month before the end of the correction period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The post-construction phase services may commence during the construction phase and will terminate at the end of the Construction Contract's correction period.

## 2.8. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 through 2.7 above and if authorized in an approved Work Authorization, Consultant shall furnish the following additional services:

a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.

b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, the District's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

d. Providing renderings or models for the District's use.

e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting the District in obtaining process licensing.

f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.

- g. Services during out-of-town travel required of Consultant and directed by the District, other than visits to the Project site or the District's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for the District in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Assist in the review of private development activities requiring review and approval by the District and/or Washington County, Holmes County, and the City of Bonifay, including but not limited to comprehensive plan reviews, land development code amendments, and Development of Regional Impact studies.
- m. Assist in the preparation and development of land development regulations where requested by the District in connection with the Project.
- m. Represent the District on engineering topics before local governments and other governmental entities.
- n. Coordinate with engineering representatives from Washington County, Holmes County, and the City of Bonifay.
- o. Serve as a member of the Corridor Development Review Committee (“CDRC”) to review new construction by businesses locating within the District’s geographic area.
- p. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

**ARTICLE THREE**  
**THE DISTRICT'S RESPONSIBILITIES**

3.1. The District shall designate in writing a representative to act as the District's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "the District's Representative"). The District's Representative shall have the District to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to Consultant's services for the Project. However, the District's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder or in any approved Work Authorization;
- b. The time the Consultant is obligated to commence and complete all such services; or
- c. The amount of compensation the District is obligated or committed to pay the Consultant.

3.2. The District's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to the District's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the District's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the District with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by the District for Consultant, may be provided during times that are not the normal business hours of the Consultant.



3.4. The District shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the District's Representative shall be:

[INSERT INFORMATION]

#### **ARTICLE FOUR TERM AND TIME**

4.1 The term of this Contract shall commence on \_\_\_\_\_ and continue for three years until \_\_\_\_\_, unless otherwise terminated as provided herein. At the District's sole discretion, the term of this Contract may be extended for two (2) additional one (1) year terms under the same terms and conditions as provided herein.

4.2. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from the District for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Work Authorization for the Project.

4.3. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the District, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify the District in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which the District may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from the District. Consultant's sole remedy against the District will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.5. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the District hereunder, the District at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant

resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the District's satisfaction that the Consultant's performance is or will shortly be back on schedule.

4.6. When the Consultant and the District enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that this Contract expires, the Consultant and the District agree that the terms of this Contract and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the Work Authorization have been performed. Cancellation by the District of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Contract to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Contract. It does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Contract.

## **ARTICLE FIVE COMPENSATION**

5.1. Compensation and the manner of payment of such compensation by the District for services rendered hereunder by Consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the District under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the District. The Consultant shall notify the District's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the District from the Consultant pursuant to this Contract will be reviewed and approved in writing by the District's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the District clerk for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request of the District's Representative, Consultant will provide the District with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and any approved Work Authorization. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the District's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the District for each Work

Authorization. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the District. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against the District for additional payment.

5.6 Consultant acknowledges that the District, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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 District's performance and obligation to pay under this agreement is contingent upon annual appropriation.

5.7 Consultant acknowledges that all funding for the Services outlined in Article Two hereof is to be provided by the following grants awarded to the District: (1) a \$1,000,000.00 State Funded Grant Contract pursuant to chapter 2017-70, Laws of Florida, being administered by District 3, FDOT; and (2) a \$1,821,461.00 Florida Jobs Growth Infrastructure Grant from the Department of Economic Opportunity, administered through Washington County on behalf of the District, for total funding of \$2,821,461.00. As such, all payments due to Consultant are dependent and contingent on the District's or Washington County's receipt of such grant funds.

## **ARTICLE SIX WAIVER OF CLAIMS**

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against the District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the District shall be deemed to be a waiver of any of the District's rights against Consultant.

## **ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the District determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

## **ARTICLE EIGHT TERMINATION OR SUSPENSION**

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for the District to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the District pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms of this Contract, or (f) for any other just cause. The District may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that the District otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against the District shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. The District shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against the District shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against the District, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the District all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The District shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so

suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

## **ARTICLE NINE PERSONNEL**

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the District shall be that of an Independent Contractor and not as employees or agents of the District.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the District, nor shall such personnel be entitled to any benefits of the District including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

## **ARTICLE TEN SUBCONTRACTING**

10.1. Consultant shall not subcontract any services or work to be provided to the District without the prior written approval of the District's Representative. The District reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

## **ARTICLE ELEVEN FEDERAL AND STATE TAX**

11.1. The District is exempt from payment of Florida state sales and use taxes. Upon request, the District will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill its obligations pursuant to this

Contract, nor is the Consultant authorized to use the District's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## **ARTICLE TWELVE OWNERSHIP OF DOCUMENTS**

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of the District. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the District or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the District in order to perform the Scope of Services identified herein.

b. Upon request from the District provide the District with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the District.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and thereafter if the Consultant does not transfer all records to the District.

d. Transfer, at no cost, to the District all public records in possession of the Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the District. If the Consultant keeps and maintains public records upon the conclusion of this Contract, the Consultant shall meet all applicable requirements for retaining public records that would apply to the District.

e. If Consultant does not comply with a public records request, the District shall treat that omission as breach of this Contract and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [INSERT CONTACT INFORMATION, MUST BE BOLDED AND IN 14 PT FONT] .**

**ARTICLE THIRTEEN  
MAINTENANCE OF RECORDS**

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE FOURTEEN  
INSURANCE**

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the District, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by the District, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the District. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the District, on a timely basis, if required by the District. These Certificates and policies shall contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the District of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the District applicable to this Project.

14.2. The acceptance by the District of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance

policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by the District, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the District. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to the District that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name the District as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the District, certified, true copies of the renewal policies shall be furnished by Consultant thirty (30) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the District may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the District to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the District's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the District's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

#### 14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident, \$1,000,000.00 Disease, policy limits, \$1,000,000 Disease each employee.



c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$250,000 property damage.

d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$250,000 per person, \$500,000 per occurrence, \$500,000 property damage.

e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the District. The District may require the Consultant to provide a higher level of coverage for a specific project and time frame.

f. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by the District during the term of this Contract. The District will not pay for increased limits of insurance for subcontractors.

The District reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against the District, their officials, employees, agents, and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The District requires all policies to be endorsed with a Waiver of our Right to Recover from Others or equivalent.

## **ARTICLE FIFTEEN INDEMNIFICATION**

15.1. The Consultant shall indemnify and hold harmless the District, 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.

15.2 The first ten dollars (\$10.00) of remuneration paid to Consultant under this Contract shall be in consideration for the indemnification provided for in this article.

**ARTICLE SIXTEEN  
SUCCESSORS AND ASSIGNS**

16.1. The District and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the District which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the District and the Consultant.

**ARTICLE SEVENTEEN  
REMEDIES**

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in the Levy County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE EIGHTEEN  
CONFLICT OF INTEREST**

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the District Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the District Administrator as to whether the association, interest or circumstance would be reviewed by the District Administrator as constituting a conflict of interest if entered into by the Consultant. The District Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the District of Directors by the Consultant within thirty (30) days of the District Administrator's notice to the Consultant. If, in the opinion of the District Administrator or the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the District

Administrator or the District shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN  
DEBT**

19.1. The Consultant shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY  
NONDISCRIMINATION**

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE TWENTY-ONE  
ENFORCEMENT COSTS**

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE TWENTY-TWO  
NOTICE**

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requested to the Consultant's Representative and the District Representative at the addresses shown in Articles One and Three hereof. Service of process shall further be effected upon such Representatives.

**ARTICLE TWENTY-THREE  
MODIFICATION OF SCOPE OF WORK**

23.1. It is the intent of this Contract that the District shall from time to time issue Work Authorizations for Consultant to perform work. Work Authorizations shall be duly approved by the District prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with the District Representative in negotiating the cost and schedule of said work orders

prior to submission for approval. The District reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the District's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the District of any estimated change in the completion date, and (3) advise the District if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the District so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the District's decision to proceed with the change. Consultant shall be entitled to invoice the District for that portion of the work completed prior to receipt of the written notice.

23.3. If the District elects to make the change, the District shall initiate an amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the District.

#### **ARTICLE TWENTY-FOUR MODIFICATION**

24.1. The District and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

#### **ARTICLE TWENTY FIVE MISCELLANEOUS**

25.1. Consultant, in representing the District, shall promote the best interest of the District and assume towards the District a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by Consultant without the prior written consent of the District.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Levy County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

25.9. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND DISTRICT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

## **ARTICLE TWENTY-SEVEN PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

26.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Consultants must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

26.2 Any contract entered into or renewed after July 1, 2018 shall be terminated at County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Consultant hereby certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor do they engage in any such boycotts. By execution of this Contract, Consultant certifies that it is not listed on the Sudan, Iran, Syrian or Cuban lists mentioned above. Submitting a false certification shall be deemed a material breach of contract. County shall provide notice, in writing, to the Consultant of County's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Consultant does not demonstrate that County's determination of false certification was made in error, then County

shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**ARTICLE TWENTY-SEVEN  
E-VERIFY REQUIREMENTS**

27.1. As a mandatory condition precedent to entering into this Contract and in compliance with Section 448.095, Florida Statutes, Consultant and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

27.2. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

27.3. County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section shall terminate the contract with the person or entity.

27.4. County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

27.5. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute, Consultant acknowledges that upon termination of this Contract by County for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any costs incurred by County as a result of termination of any contract for a violation of this section.

27.6. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**ARTICLE TWENTY-EIGHT  
FEDERAL PROVISIONS**

28.1. Federal grants may be used to fund services performed pursuant to a Work Authorization issued under this Contract in whole or in part. When such funds will be used to cover any portion of the work performed pursuant to a Work Authorization, the Work Authorization will so specify, and the contractual provisions set forth in Exhibit C, Federal Provisions and Certifications, will apply and the Consultant will make the certifications therein. Further, the Consultant acknowledges that the Federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to

any matter resulting from this Contract.

**ARTICLE TWENTY-NINE  
SEVERABILITY**

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals the day and year first above written.

**CEDAR KEY WATER AND SEWER DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
(printed name and title)

Attest:

COMPANY

a \_\_\_\_\_ Corporation

By: \_\_\_\_\_  
Corporate Secretary

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

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Name]

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Title]

SEAL

DATE: \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instruments was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

\_\_\_\_\_ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of acknowledging partner or agent)

on behalf of \_\_\_\_\_ a partnership.

He/She personally appeared before me at the time of notarization, and is personally known to me or has produced

\_\_\_\_\_ as identification and did certify to have knowledge of the

(Type of Identification)

matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have

(Type of Identification)

knowledge of the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_

(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_

(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

(Name of Notary typed, printed or stamped)

## **EXHIBIT A**

### **BASIS OF COMPENSATION**

- A.1.** Basic Services Outlined In Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Contract:
- A.1.1. As consideration for providing Basic Services as set forth in Article Two, Sections 2.1, 2.2, 2.3, 2.4, and 2.5, the District agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within each applicable Work Authorization. The lump sum fees shall be based upon the Consultant's estimated work effort to complete the work described in the Work Authorization, utilizing the Consultant's Employee Hourly Rate Schedule, which is attached hereto.
- A.1.2. Payment for Basic Services under Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Contract shall be paid on a lump sum basis in accordance with set milestones or in equal monthly installments based upon the estimated time for completion of the services, as determined in an approved Work Authorization:
- A.2.** Basic Services Outlined in Section 2.6 and 2.7 and Additional Services Outlined in Section 2.8 of this Contract:
- A.2.1. As consideration for providing Basic Services under Section 2.6 entitled "Detailed Observation of Construction", Section 2.7 entitled Post Construction Services, and for properly approved Additional Services set forth in Section 2.8 of this Contract, the District agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis, subject to a not-to-exceed amount. Payments for services provided under Sections 2.6, 2.7, and 2.8 of this Contract shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Contract, which is attached hereto. Alternatively, if the scope of the work to be performed and the work effort associated with same can be determined with reasonable certainty, a lump sum fee may be negotiated by the Parties pursuant to Section A.1 above. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule," provided such overtime work is approved by the District in advance and not due to Consultant's own fault or neglect.
- A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Basic Services under Section 2.6 and 2.7 of Additional Services under Section 2.8, in the interest of a Project, listed in the following sub-paragraphs:
- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by the District, other than visits to the Project Site or the District's main office in Cedar Key, FL;

- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of Basic Services;
- (c) when authorized in advance by the District, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by the District.

A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:

- (a) expenses for transportation and subsistence;
- (b) overhead, including field office facilities;
- (c) overtime not authorized by the District; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

### **A.3. Payments**

A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. The number of the purchase order by which the District the services have been made, shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by the District.

A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for the District's budgeting, authorizing and monitoring of expenditures under this Contract.

A.3.3. As compensation for coordinating subconsultant activities for the District, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Sections 2.6, 2.7, and 2.8 of this Contract. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5.

A.3.4. Consultant acknowledges and understands that payments for all services will be contingent on the release and receipt of grant funds from the Florida Department of Transportation and the Florida Department of Economic Opportunity.

**CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE**

**[TO BE PROVIDED BY CONSULTANT DURING COMPETITIVE NEGOTIATION-  
DO NOT PROVIDE NOW]**

<b>Administrative Staff</b>	<b>Rate (hourly)</b>		<b>Surveying Staff</b>	<b>Rate (hourly)</b>
Administrative 1			1 Person Survey Crew	
Administrative 2			2 Person Survey Crew	
Administrative 3			3 Person Survey Crew	
Administrative 4			4 Person Survey Crew	
Administrative 5			GPS Survey Crew	
<b>CAD Staff</b>	<b>Rate (hourly)</b>		Professional Surveyor	
CAD Tech 1			<b>Scientific Staff</b>	<b>Rate (hourly)</b>
CAD Tech 2			Scientist 1	
CAD Tech 3			Scientist 2	
<b>Construction Staff</b>	<b>Rate (hourly)</b>		Scientist 3	
Construction Engineer			<b>Additional Staff</b>	<b>Rate (hourly)</b>
Construction Field Rep				
Construction Specialist				
<b>Engineering Staff</b>	<b>Rate (hourly)</b>			
Designer 1				
Designer 2				
Designer 3				
Landscape Designer				
Engineering Tech				
Engineer 1				
Engineer 2				
Engineer 3				
Engineer 4				
Engineer 5				
Engineer 6				
Engineer 7				
Professional Engineer 1				
Professional Engineer 2				
Professional Engineer 3				
Project Manager				
Principal/Associate				

**EXHIBIT B**

**WORK AUTHORIZATION FORM**

# Work Authorization No. ENG 22-01

to

Professional Services Contract Between the

Cedar Key Water and Sewer District

and

(Engineering Firm)

## A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary engineering and design services for (*Project Name/Description and Number*). The project includes...

The project is required...

Tasks associated with this project include [MUST Reference Sections 2.1 through 2.8, as applicable]...

## B. PROJECT COST:

**PROJECT: XX XXX**

	<b>Billed At</b>	<b>Number of Hours</b>	<b>Cost Extended</b>
Principal	\$\$	2	\$\$
Associate	\$\$	4	\$\$
Project Engineer	\$\$	6	\$\$

**LUMP SUM FEE: \$**

or

**NOT-TO-EXCEED FEE: \$**

The work to be provided hereunder is funded by \_\_\_\_\_ grant. All payments pursuant to this work authorization are contingent on the release and receipt of these grant funds.

## C. PROJECT SCHEDULE:

Preliminary Design (30%) - complete XX days from notice to proceed

Preliminary Design (60%) - complete XX days from notice to proceed

Preliminary Design (90%) - complete XX days from notice to proceed

Final Design - complete XX days from notice to proceed

Bid Services - complete XX days from notice to proceed  
Construction - Contract Admin complete XX months after construction notice to proceed

**D. NOTICE/PROJECT MANAGER OF CONSULTANT**

**APPROVED BY**

\_\_\_\_\_  
Engineering Firm

\_\_\_\_\_  
For Cedar Key Water and Sewer  
District  
Print Name: \_\_\_\_\_

Name, Title of Signer:  
Address:  
City, State ZIP:  
Phone:

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

## EXHIBIT C-1

### FEDERAL PROVISIONS APPLICABLE TO CONSULTANT

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, the Consultant shall comply with the following provisions in performance of such Federally grant funded work, as applicable:

**1. Affirmative Action.** The District supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Consultant's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Consultant and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant shall document its efforts made to comply with the requirements of this paragraph. The Consultant shall state that it



is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

**2. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** During the performance of this Agreement, the Consultant agrees as follows:

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

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Consultant shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

3. **Drug Free Workplace Requirements:** All Consultants and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Consultant to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Consultant and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Consultant and its subcontractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Consultant shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Consultant shall must report all suspected or reported violations of the Davis-Bacon Act to the District.

5. **Copeland Anti Kick Back Act:** Consultant and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Consultant and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

9. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Consultant shall ensure that its subcontractors and comply with this requirement.

10. **Federal Changes:** Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

11. **Safeguarding Personal Identifiable Information:** Consultant and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

13. **Right to Inventions Under Federal Grants.** If applicable, Consultant shall comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

15. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but

not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 16. **Trafficking Victims Protection Act (2 CFR Part 175)**

The Consultant shall include adhere to the the following and shall include the following language in all subawards if funding could be provided to a private entity under such subaward, as defined below:

### I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Consultant that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Consultant that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Consultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

17. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from this Agreement.

18. **Federal Agency Seals, Logos and Flags.** The Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system,

or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

20. **Never Contract With The Enemy (2 CFR Part 183).** Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

21. **Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: Consultant's will make available to the District's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the District or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the District's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.



## EXHIBIT C-2

### FEDERAL NON-DISCRIMINATION PROVISIONS

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work, the Consultant shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
  - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
  - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

## EXHIBIT D-3

### ENVIRONMENTAL COMPLIANCE

The Consultant acknowledges and agrees that certain work to be performed under this Agreement may be fully or partially funded by Federal grants and therefore, in performing such federally funded work Consultant shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**EXHIBIT D-4**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

On behalf of the Consultant, the undersigned certifies, to the best of his or her knowledge, that:

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 an 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Consultant certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

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Signature of Consultant's Authorized Official

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Name and Title of Consultant's Authorized Official

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Date