



LAKE COUNTY FLORIDA

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Construction Engineering and Inspection Services (CEI) For Economic Stimulus Plan Transportation Projects

RSQ Number: 09-0038 Contracting Officer: Susan Dugan, CPPB
 RSQ Opening Date: September 9, 2009 Pre-Proposal Date: None
 RSQ Opening Time: 3:00 p.m. Issue Date: August 17, 2009

NON-RESPONSE REPLY

If you do not want to respond to this RSQ at this time or would like to be removed from the Bidder's List, please mark the appropriate space and return this sheet only.

Not interested at this time; please keep our firm on your List for future requests for this service.

Please remove our firm from your Bidder's List for this type of service.

The respondent hereby agrees to furnish the services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

Company Name:		Date:
Mailing Address:		Phone:
City:	State:	ZIP:
SSN OR Federal Tax No.	Title of Authorized Representative:	
E-Mail:		FAX:
Authorized Signature:		Printed Name:

Certification Regarding Acceptance of County Electronic Payable Process

Please certify whether the bidder will accept payment processed through the County's VISA-based electronic payment system:

Yes No

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

TABLE OF CONTENTS

I. INTRODUCTION.....

II. SERVICES REQUESTED.....

III. EVALUATION CRITERIA.....

IV. SUBMITTAL REQUIREMENTS.....

V. REQUIRED FORMS

VI. EXHIBIT “A” – SCOPE OF SERVICES

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

I. INTRODUCTION

LAKE COUNTY, Florida, invites submittals from FDOT pre-qualified professional engineering consultants for Construction Engineering and Inspection (CEI) for the COUNTY's Economic Stimulus Plan Transportation Projects. The construction value of individual projects may exceed \$1,000,000.00. The COUNTY intends to select one prime consultant to perform the requested services.

Submittals will be accepted only from firms (including subs) pre-qualified by FDOT in the following work types (also see attached FDOT Work Types List on Page 8):

- 8.1 Control Survey;
- 8.2 Design, Right of Way and Construction Surveying;
- 9.3 Highway Materials Testing;
- 9.5 Geotechnical Specialty Lab Testing;
- 10.1 Roadway Construction Engineering Inspection;
- 10.2 Construction Materials Inspection.

Questions regarding this RSQ - Questions concerning any portion of this RSQ shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RSQ. Questions should be submitted at least seven (7) days before the closing date.

A. Submit questions to:

Susan Dugan, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839, Fax: 352.343.9473,
E-mail: sdugan@lakecountyfl.gov

B. Failure by a potential Respondent to ask questions or request changes by the dates indicated above shall constitute the Respondent's acceptance of the requirements set forth in this RSQ.

C. No answers given in response to questions submitted shall be binding upon this RSQ unless released in writing as an addendum to the RSQ by the Office of Procurement

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

Services.

Delivery of Submittal:

- A. Unless the Qualifications Package is delivered in person by a person from the responding organization, **ALL** incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked with RSQ number and title.
- C. If you plan on bringing your Qualifications Package **IN PERSON**, please bring it to:
LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA 32778
- D. If you submit your Qualifications Package by the **U. S. POSTAL SERVICE**, please mail it to:
LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800
- E. If you submit your Qualifications Package by a **THIRD PARTY CARRIER** such as Fed-X, UPS, DHL, or a private courier, please address it to:
LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778
- F. To be considered a Qualifications Package must be received and accepted in the Procurement Services Office prior to the official Closing date and time.
- G. Allow sufficient time for transportation and inspection.
- H. A Qualifications Package will not be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.
- I. Facsimile (fax) or electronic submissions will not be accepted.

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS

Construction Engineering and Inspection Services (CEI)

Consultants who are preparing a submittal response to this request are expected to examine this request including all relevant forms, terms, conditions, and instructions. All costs associated with preparation and submittal of qualifications shall be borne entirely by the consultant. Submittals will become the property of the COUNTY and will become part of the public record, subsequent to award of the Contract or rejection of all submittals.

The selection process shall be in accordance to FLORIDA STATUTES 287.055 and the Florida Highway Administration (FHWA) Requirements. Submittals will be evaluated by a selection committee composed of County staff. It is the intent of the COUNTY to make its selection for requested Professional Services directly from Responsive Submittals received. However, the COUNTY, may, at its discretion, require short-listed firm(s), no fewer than three firms, to participate in telephone interviews with the proposed project team relative to their specific experience on similar projects. If required these telephone interviews shall provide an opportunity for the Respondent to clarify their qualifications, approach to the project, and ability to furnish the required services. Telephone interviews would be scheduled after review of submittals. Additional information regarding telephone interviews would be discussed after the selection of shortlisted firm(s). A final determination on the selection of a consultant will be made by the COUNTY COMMISSION at a date and time to be determined. The COUNTY reserves the right to reject any or all submittals in whole or in part; to re-advertise for any or all of the services; to negotiate for additional services or materials; and/or to accept the proposals, which, in its judgment best serves the interest of the COUNTY.

The Letter of Response is not to exceed ten (10) pages in length, exclusive of proposed staff resumes and required forms.

Resumes of proposed staff cannot exceed two (2) pages each and ARE NOT part of the ten (10) page limitation.

American Recovery and Reinvestment Act of 2009 (ARRA) – The projects identified herein for CEI Services have been identified by the COUNTY for advertisement and award subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (also known as the federal Economic Stimulus Bill). There will be federal reporting requirements associated with the projects, such as monthly reports of number of jobs created and the number of jobs retained by the project or activity. The exact nature and extent of the reporting requirements and format for data collection are not fully known at this time but will be provided by the COUNTY when made available by FHWA; however, award of this contract will be conditioned upon the Consultant satisfying these requirements. Once the reporting requirements become fully known, the COUNTY will incorporate those requirements by way of revisions to the Advertisement and/or Contract.

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

II. SERVICES REQUESTED

The requested CEI Services generally consist of contract administration, inspection, and acceptance testing. Please refer to the attached Exhibit A for the detailed Scope of Services. The proposed projects are for the COUNTY's Economic Stimulus Plan Transportation Projects. The construction value of individual projects may exceed \$1,000,000.00.

III. EVALUATION CRITERIA

The COUNTY will select one consultant based on the selection committee's determination of the Consultant deemed to be the most qualified among those submitting proposals on the basis of the following:

- Experience of the firm and proposed project team
- Understanding of the project scope
- Awareness of and Approach to Key Project Issues
- Proposed Staffing Plan
- Consultant familiarity with the Florida Department of Transportation's and LAKE COUNTY's construction documents, construction standards and documents processing (such as payment applications and change order processing) and understanding of the COUNTY's infrastructure systems, requirements and standards

The COUNTY may, at its discretion, seek clarification of any aspect of a Consultant's submittal.

IV. SUBMITTAL REQUIREMENTS

Letters of Response, at a minimum, shall include the following information:

1. Project Name
2. Consultant's name and address
3. Proposed responsible office for consultant
4. Contact person, phone number, and e-mail address
5. Experience of the firm and proposed project team
6. Understanding of the project scope
7. Awareness of and Approach to Key Project Issues

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

8. Proposed Staffing Plan, including hourly estimates by project and combined; availability, including proximity; quality, experience, and past performance on similar work
9. Proposed key personnel (Prime and Subs), their proposed roles, and availability for these projects
10. Resumes for all proposed staff are required as an addendum to the Letter of Response and must include Construction Training Qualification Programs (CTQP's) as applicable. (SEPARATE FROM THE TEN (10) PAGE LIMITATION).
11. Attached Forms (SEPARATE FROM THE TEN (10) PAGE LIMITATION.)
 - a. Disadvantaged Business Enterprise (DBE) Participation Statement (provided herein)
 - b. FDOT Pre-qualification Letter
 - c. Bid Opportunity List (Form 375-040-62)
 - d. Disputes Disclosure Form (provided herein)
 - e. Drug-Free Work Place Form (provided herein)
 - f. Florida Statutes on Public Entity Crimes Form (provided herein)
 - g. Certification of Non-Segregated Facilities Form (provided herein)
 - h. Insurance Requirements Form (provided herein)
 - i. Conflict of Interest Statement (provided herein)

The COUNTY reserves the right to amend the RSQ prior to the due date of responses. If it becomes necessary to revise any part of the RSQ, an addendum shall be provided to consultants who have received a copy of this RSQ. In the event of addenda, consultants shall include acknowledgment of all addenda as part of their submittal. Failure to acknowledge addenda may be grounds for disqualification of the submittal.

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

V. REQUIRED FORMS:

TYPES OF FDOT PRE-QUALIFICATION REQUIRED

Work Group 2. Project Development & Environmental Studies (PD&E) Work Types:

2.0 Project Development Environmental Studies

Work Group 3. Highway Design Roadway:

- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 3.3 Controlled Access Highway Design

Work Group 4. Highway Design - Bridges:

- 4.1.1 Miscellaneous Structures
- 4.1.2 Minor Bridge Design
- 4.2.1 Major Bridge Design - Concrete
- 4.2.2 Major Bridge Design - Steel
- 4.2.3 Major Bridge Design - Segmental
- 4.3.1 Complex Bridge Design - Concrete
- 4.3.2 Complex Bridge Design - Steel
- 4.4 Movable Span Bridge Design

Work Group 5. Bridge Inspection:

- 5.1 Conventional Bridge Inspection
- 5.2 Movable Bridge Inspection
- 5.3 Complex Bridge Inspection
- 5.4 Bridge Load Rating

Work Group 6. Traffic Engineering & Operations Studies:

- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 6.3.1 Intelligent Trans Sys Analysis and Design
- 6.3.2 Intelligent Transportation Systems Implementation
- 6.3.3 Intelligent Trans Traffic Engineering Sys Communications
- 6.3.4 Intelligent Trans Sys Software Development

Work Group 7. Traffic Operations Design:

- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization

Work Group 8. Surveying & Mapping:

- 8.1 Control Surveying
- 8.2 Design, Right of Way Construction Surveying
- 8.3 Photogrammetric Mapping
- 8.4 Right of Way Mapping

Work Group 9. Soil Exploration, Material Testing and Foundations:

- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Lab Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies
- 9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 Geotechnical Speciality Lab Testing

Work Group 10. Construction Engineering Inspection:

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 Major Bridge CEI - Concrete
- 10.5.2 Major Bridge CEI - Steel
- 10.5.3 Major Bridge CEI - Segmental
- 10.6.1 Complex Bridge CEI - Concrete
- 10.6.2 Complex Bridge CEI - Steel
- 10.7 Movable Span Bridge CEI

Work Group 11. Engineering Contract Adm. & Mgmt.:

- 11.0 Engineering Contract Administration and Management

Work Group 13. Planning:

- 13.3 Policy Planning
- 13.4 Systems Planning
- 13.5 Subarea/Corridor Planning
- 13.6 Land Planning/Engineering
- 13.7 Transportation Statistics

Work Group 14. Architect:

- 14.0 Architect

Work Group 15. Landscape Architect:

- 15.0 Landscape Architect

Work Group 20. Appraisal Services:

- 20.0 Appraisal Services

Work Group 21. Right of Way Acquisition & Management:

- 21.0 Acquisition, Negotiation, Closing and Order of Taking
- 22.0 Acquisition Business Damage Estimating and Estimate Review
- 24.0 Acquisition Relocation Assistance
- 25.0 Right of Way Clearing and Leasing

FDOT Pre-qualification Letter Indicating Above Must Be Submitted

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

DISPUTES DISCLOSURE FORM

Answer the following questions by answering “YES” or “NO”. If you answer “YES”, please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? _____ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that the statements contained herein are true. I agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the COUNTY that might arise from the representations contained herein, and forfeiture of rights for further consideration for work in LAKE COUNTY.

Firm: _____

Name/Title: _____

Authorized Signature/Date: _____

This Form Must Be Completed and Returned with your Submittal

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

DRUG-FREE WORK PLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certified that the company name below does:

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

Firm: _____

Name/Title: _____

Authorized Signature/Date: _____

This Form Must Be Completed and Returned with your Submittal

Lake County, Florida
REQUEST FOR STATEMENTS OF QUALIFICATIONS
Construction Engineering and Inspection Services (CEI)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

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 LAKE COUNTY by:

on behalf of: _____

whose business address is: _____

Federal Employer Identification Number (FEIN) _____

or Social Security # of the person signing this statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), F.S., 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 with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), F.S., 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 guilt or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), F.S., means: A predecessor or successor of a person convicted of a public entity crime or 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 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), F.S., 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 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. (please 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 the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before 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 vendor list. (Attach a copy of the final order.)

I understand that the submission of this form to Lake County is for the COUNTY only, and that this form is valid through December 31, 2009. I also understand that I am required to inform LAKE COUNTY prior to entering into a contract in excess of \$25,000 of any change in the information contained in this form.

Signature

Date

State of Florida, County of _____; On this ____ day of _____, 20____,
Before me, the undersigned Notary Public of the State of Florida, personally appeared:

(Name(s) of individuals who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Sworn to and subscribed before me this
____ day of _____, 20____.
Notary Public

My Commission Expires:

_____ Personally Known
_____ Produced Identification:
(Type) _____
_____ Did take an Oath
_____ Did Not take an Oath

This Form Must Be Completed and Returned with your Submittal

CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

By affixing his signature to this form, the consultant certified that he does not maintain or provide for his employees any segregated facilities at any of this establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The consultant certified further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The consultant agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: _____ Date: _____

Print Name

Title

Official Address: _____

This Form Must Be Completed and Returned with your Submittal

INSURANCE REQUIREMENTS FORM

1. The consultant shall be required to provide to the Purchasing Coordinator, prior to signing a contract for or commencing any work, a Certificate of Insurance which verifies coverage in compliance with the requirements outlined below. Compliance of said certificate must be acknowledged by the Purchasing Coordinator prior to start of work. Any work initiated without completion of this requirement shall be unauthorized and LAKE COUNTY will not be responsible.
2. LAKE COUNTY reserves the right to require coverage and limits as considered to be in its best interests. Insurance requirements shall be on a case by case basis determined by the project, conditions and exposure.
3. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800
4. In the cancellation clause the number "60" shall be inserted into the blank space provided prior to the works "days prior notice...". All consultant policies are to be considered primary to LAKE COUNTY coverage and shall not contain co-insurance provisions.
5. In the event that the insurance coverage expires prior to the completion of services, a renewal certificate shall be issued 30 days prior to said expiration date.
6. Subconsultants retained by the primary consultant are the responsibility of said primary consultant in all respects.
7. Insurance requirements:

COVERAGE REQUIRED	MINIMUM POLICY LIMITS
Workers' Compensation	Statutory
Commercial General Liability including Contractual Liability, Products and Completed Operations, XCU and Owners and Contractors Protective	\$1,000,000 Occurrence
Comprehensive Auto Liability, SCL, shall include "any auto"	\$1,000,000 CSL
Professional	\$1,000,000 Claims-Made

(NOTE: All limits are per occurrence unless noted otherwise and most include Bodily Injury and Property Damage. Deductibles and self insured retentions must be approved by LAKE COUNTY and all insurers must have an A.M. Best rating of at least A:VII.)

8. Bonding Required: None This Submittal
9. Consultant will be required to provide a Certificate of Insurance in compliance with the above, within four (4) days of notification of award with continuing coverage, without a break.
10. I hereby certify that the insurance and bonding requirements outlined above shall be met as required, if I am awarded a contract for the services specified herein.

Firm: _____

Name/Title: _____

Authorized Signature/Date: _____

This Form Must Be Completed and Returned with your Submittal

Signature of Affiant Date

Typed or Printed Name of Affiant Title

State of Florida, County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and

(Name(s) of individuals who appeared before notary)

Whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

This Form Must Be Completed and Returned with your Submittal

DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant (is____) (is not____) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES,
 AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
 PROCUREMENT
 04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____	7. <input type="checkbox"/> Subcontractor	<input type="checkbox"/> Between \$10 - \$15 million
_____	<input type="checkbox"/> Subconsultant	<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: BID SHEET (Invitation to Bid - ITB)
 LETTERS OF RESPONSE (LOR)
 PRICE PROPOSAL (Request for Proposal - RFP)
 REPLY (Invitation to Negotiate - ITN)**

VI. EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

SCOPE OF SERVICES

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the COUNTY's Economic Stimulus Plan Transportation Projects.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, LAKE COUNTY requirements and standards and referenced FDOT manuals and procedures.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.

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

Other projects within the COUNTY may be added at the COUNTY's discretion. The Consultant must perform to the satisfaction of the COUNTY's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by the COUNTY. The overall services period for this RSQ shall terminate at such time that all of LAKE COUNTY's Economic Stimulus Transportation Projects have been accepted as completed by LAKE COUNTY and the FDOT.

4.0 DEFINITIONS:

- A. COUNTY: LAKE COUNTY
- B. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- C. Consultant: The Consulting firm under contract to the COUNTY for administration of Construction Engineering and Inspection services.
- D. Agreement: The Professional Services Agreement between the COUNTY and the Consultant setting forth the obligations of the parties thereto, including, but not limited to the performance of the work, furnishing of services, and the basis of payment.

- E. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- F. Contractor: The individual, firm or company contracting with the COUNTY for performance of work or furnishing of materials.
- G. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- H. Florida Department of Transportation: Department or FDOT.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY AND/OR FDOT TO CONSULTANT:

- A. The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each CEI project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Special Provision,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Florida Department of Transportation Documents (FDOT):

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at FDOT's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

Field Office:

No Field Office will be required for this project.

Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.

Field Equipment:

The Consultant shall supply the necessary survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

7.0 LIAISON:

The Consultant shall report to the COUNTY Engineer or designee and keep the COUNTY Engineer or designee informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the COUNTY Engineer or designee in order for the COUNTY Engineer or designee to oversee the Consultant's performance.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplements thereof, the COUNTY will review various phases of the Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist the COUNTY representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the COUNTY Engineer or designee, COUNTY and/or FDOT recommendations and Consultant responses/actions are to be properly documented by the Consultant.

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The consultant shall observe the Contractor's work to determine the progress and quality of Work, identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct such observed discrepancies.

Consultant shall not have the authority to negotiate and approve change orders. All change orders shall be reviewed and approved by the

COUNTY prior to issuing approval to the Contractor. Minor field changes resulting in no changes to the project cost and duration may be approved by the Consultant.

The Consultant shall advise the COUNTY Engineer or designee of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

The specific survey requirements for each project will be established prior to construction by the COUNTY and the FDOT.

9.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with COUNTY's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedure.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the Aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, FDOT label, FDOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the COUNTY's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant will furnish all acceptance testing information and data to the COUNTY and FDOT in an acceptable format.

9.5 Engineering Services:

Engineering services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions of the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform; but, not be limited to the following services:

- (1) Schedule and attend pre-construction meeting(s) with the Contractor, COUNTY, and FDOT.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- (3) Analyze problems that arise on a project and proposal submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (4) Facilitate coordination and communication between Utility Agency's representatives, COUNTY staff and contractors in execution of work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (5) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.

(6) Monitor and submit reports to the County and FDOT of each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with the Department and any required federal procedures.

(7) The COUNTY will provide all required Public Information Services.

(8) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial, and Final Acceptance.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

10.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit as part of this RSQ the names of personnel proposed for assignments to the project, including a detailed resume for each.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of

the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

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

In the event that the suspension of Contractor operations requires the removal of the Consultant forces from the project, the Consultant will be provided sufficient time to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

The Consultant shall conduct an initial review to make certain his own organization is in compliance with the requirements cited in the Scope of Services. This Quality Review shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. This review shall be submitted to the COUNTY in written form no later than one (1) month after the review.

This review shall be performed within 30 calendar days of the start of construction.

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

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the COUNTY Engineer. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement.

11.3 Quality Records:

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

12.0 **CERTIFICATION OF FINAL ESTIMATES:**

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement.

13.0 **AGREEMENT MANAGEMENT:**

13.1 General:

With each monthly invoice submittal, the Consultant will provide a brief Status Report for the Agreement.

When the Consultant identified a condition that will require an Amendment Request (AR) to the Agreement, the Consultant will communicate the need to the COUNTY Engineer or designee for review and approval.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the COUNTY in a format and schedule defined by the COUNTY.

14.0 **SUBCONSULTANT SERVICES**

Upon approval by the COUNTY Engineer or designee, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services. All sub-consultants must be FDOT pre-qualified in the area of services being performed and be approved by the COUNTY.

15.0 **OTHER SERVICES:**

Upon written authorization by the COUNTY, the Consultant will perform additional services in connection with the project or otherwise identified in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

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

17.0 CONTRADICTIONS:

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

18.0 THIRD PARTY BENEFICIARY

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

19.0 COUNTY AUTHORITY

The COUNTY shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration.